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The Solicitors' Journal.

LONDON, AUGUST 1, 1868.

LORD CAIRNS yesterday, after disposing of the appeal in the case of *Grüttner* v. *Kearns*, the only case in the paper, expressed his satisfaction that owing to the co-operation of the Lords Justices, and the able assistance of the Bar, they had now disposed of the last case in the printed paper. The Court of Appeal had now heard and given judgment upon every case, with the exception of one heavy case (*The Aberaman Iron Works Company* v. *Wickens*), about which the parties as well as the Court agreed that it had better stand over, and two cases (*Clinch* v. *The Financial Corporation* and *Coles* v. *Bristowe*) which had been arranged to stand over for argument before the full Court. No bankruptcy petition, lunacy petition, or cause petition remained unheard, and the Lords Justices that day disposed of the only remaining motions. In 1866, at this time of the year, the Court of Appeal had to leave forty-six cases unheard, and in 1867, owing to the unfortunate events which necessitated changes in the Lords Justices' court there were ninety-three remanets. Before wishing the Bar a very pleasant vacation, he must express his satisfaction that the business of the Court had been so satisfactorily disposed of.

The profession will join with us in rendering to the Court of Appeal, and to the Lord Chancellor in particular, the praise due to them for so satisfactory a conclusion. It is also a matter of congratulation that the vexed question about the mutual liabilities of vendors, purchasers, and sharejobbers in share-transfer cases, is to be definitely settled by the full Court of Appeal in Chancery, in *Coles* v. *Bristowe*.

ON WEDNESDAY LAST the Lords Justices confirmed an order recently made by Vice-Chancellor Malins in *Wing* v. *The Tottenham and Hampstead Junction Railway*, directing a sale of so much of the land taken by the company from the plaintiff as would suffice to satisfy the balance of the purchase-money remaining unpaid. It is worthy of note that since the Vice-Chancellor's order was made the railway had been actually opened for traffic.

THE BRIBERY BILL has now been passed by the House of Lords, substantially as it left the House of Commons. Lord Lyveden assuredly hit the right nail on the head when he characterised the bill as making no provision for the requisite "motive power."

IN THE REMARKS we made a few weeks ago, upon the necessity, for borough voters, to pay assessed taxes, we commented on the 56th section of the Act of 1867, which enacted that the franchise conferred by that Act should be in addition to and not in substitution for existing franchises. That section probably has a very important effect upon various other points besides that which we were then discussing, and we expect that it will be found that scarcely any of the new enactments will give so much unnecessary trouble in practice at the ensuing registration. As we have pointed out it prevents the old qualification merging in the new one. There is no express provision as to persons possessing, by means of the same property, both qualifications, but we think there cannot be much doubt that the effect of this 56th section is to entitle such persons to be registered for both. If the enactment had been "The provisions of this Act which confer franchises shall be construed as conferring them in addition to, and not in substitution for, &c.," the effect would have been to prevent the new franchise applying in any case where there could have been a qualification under the former law; but it is tolerably clear that the section cannot be so construed, It is true that it goes on to say that no person shall be entitled to vote for the same place in respect of more than one qualification, but this does not prevent his being on the register in respect of more than one qualification. The point does not often arise now, but we believe that there is nothing whatever to prevent a person being on the register in respect of two different qualifications. Under the former law, however, the two qualifications would, of course, be conferred by two different properties, so that the instances of this occurring would be comparatively rare. Now, as we pointed out a fortnight ago, a dwelling-house in a borough will very frequently indeed confer a qualification both under the old and the new law, and in case of a person claiming to be on the register in respect of each qualification, it is difficult to see that the revising barrister would have any power to refuse to insert the name twice. Of course such a double claim is not likely to be made, except where there is some doubt about the qalification; and then the claimant, if he got a decision in his favour as to one qualification, would not be likely to press the other. Again, in the case of county voters, the same thing will happen. A very large number of the old county voters will also be qualified under the Act of 1867, as occupying in the character of owner or tenant lands or tenements of the rateable value of £12 or upwards. The case as to these voters is dealt with by the 19th section of the new Registration Act, which, however, by no means removes all the difficulty. That section provides that the list of occupation voters shall be a separate list, and shall be annually made anew by the overseers, subject to the proviso that the revising barrister shall erase from the separate list of occupiers all persons who appear to him, from the accompanying lists, to be entitled to vote in the same polling district in respect of some other qualification to which no objection is made, except in cases where any person whose name is about to be erased objects to the erasure, in which case such person shall be deemed to have given due notice of his claim to have his name inserted in the list of occupiers, and shall be dealt with accordingly.

This section, therefore, while it recognises the inconvenience of duplicate registration, by providing that the revising barrister shall in certain cases strike out the names, still recognises the right to be so registered, for where any person objects to the erasure of his name he is to be dealt with as if he had given notice of claim; that is to say, of course, if he is entitled, he shall be put upon the separate list as an occupier. There is no provision for striking his name out in the other place, as it could not be done without consent. Although perhaps some provision of the sort may be required in consequence of the effect of the 56th section of the Act of 1867, yet this section seems to us to give a great deal of unnecessary trouble. In the first place the overseers must put in their list a large number of names, which must afterwards be struck out. Then the revising barristers will have the trouble of comparing the names in all the lists; probably, however, they will not consider it necessary to do this very carefully, but will only act where it is brought to their notice by some one, and thus made "to appear" to them that the names are identical. The inconveniences of duplicate registration are obvious. It prevents the real numbers of the constituencies being known, gives a vast amount of trouble to canvassers and election agents, and also facilitates personation and other frauds at the elections. It would have been better to have enacted not only that no person

should vote, but also that no person should be on the register of voters, more than once for the same county or borough.

IN THE LAMBETH COUNTY COURT this week the judge, Mr. Pitt Taylor, was asked to exercise his power of ordering a prosecution for perjury. Mr. Taylor said he was very chary of exercising that power, for he had observed that where such prosecutions had been ordered the delinquents generally escaped through the inefficiency of the prosecution in laying the evidence before a jury.

IT IS NOT VERY SURPRISING that the Select Committee on Mr. Shaw Lefevre's Married Women's Property Bill, appointed during the latter half of a very busy and eventful session, should have found so wide and important a topic rather beyond their powers. Considering the lateness of the season and the pressure of other business, the Committee deserve credit for so much of an investigation as they have managed to make. As to arriving at any definite conclusion under the circumstances, they wisely make no pretence to anything of the kind. They give their definite opinion that some change is necessary which may extend to the property of all wives the protection already accorded to some by the Court of Chancery, and may secure to the wife in all cases the benefit of her own earnings. The manner in which this change is to be effected they leave for future consideration; only saying that it does not appear to them to be necessary to make any consequent change as to the husband's liability to maintain his wife. They also suggest certain questions of detail (*vide supra* p. 801) for the consideration of a future Select Committee. Thanks are due to those who, by the introduction of this bill, have now, as it appears, effectually brought out the subject as one which must receive grave consideration. The topic has now, so to speak, been placed in the "paper" of the Legislature; this session it is, *ex necessitate*, a *remanet*, but in all probability another session will not pass by without the passing of an Act of Parliament upon the matter. So far, the introducers of the bill of this session have done well, although we do not approve of the very sweeping and insufficiently considered change which the bill proposed to make. Whatever may be done another year will, we trust, be done on good consideration, and the subject appears to us one for a Royal Commission rather than a Select Committee. This is pre-eminently a case in which to attempt too much must inevitably be fraught with disastrous consequences. Nothing short of divorce can nullify to a woman the evil of having chosen a bad husband, or ensure that he shall not be able to get from her, as the phrase goes, "by kicks or kisses," her earnings or the income of other property accruing to her in her own right. But undoubtedly, a system may be devised or borrowed, or both, which shall work better than our present law in those unfortunate cases in which the husband turns out badly. The American judge, whose letter we lately published, thinks, with us, that the recent change in the American law has produced less practical effect than might, at first sight, have been imagined, and also tells us that the real *animus* of the change has been the protection from the husband's creditors: it must not be overlooked that hasty legislation may open a very wide door to collusive frauds upon creditors. We believe that the most salutary manner in which the question can be dealt with will be by taking a hint from the Code Napoléon and borrowing from the French system of the *Separation des bens*. The Select Committee seem not to have bestowed sufficient notice on the law of France. A Royal Commission, with more time at their disposal, will probably investigate its merits and demerits.

IN EXPRESSING last week our sense of the loss which the profession has sustained by the death of the late Mr. Edward Bullen, we fell, in company with one of our legal contemporaries, into the error of a confusion between Mr. T. Chitty, the well-known special pleader, and his son, the late Mr. T. E. Chitty, formerly clerk of assize on the Western Circuit. Mr. T. Chitty, the eminent pleader is still in full practice.

THE LAW OF COPYRIGHT AS AFFECTING ALIENS.

The House of Lords has recently affirmed the decision of the Lords Justices in *Low* v. *Routledge*, reported 12 W. R. 1069, 14 W. R. 90, L. R. 1 Ch. 42. A full report of the case before the House of Lorns appears this day in the *Weekly Reporter*. What has been determined is, that an alien author residing in any part of the British dominions, during the publication of his work in the United Kingdom, can acquire a copyright under the Copyright Act (5 & 6 Vict. c. 45). The case had arisen through the following circumstances. Miss Cummins, a native of the United States, had written a novel called "Haunted Hearts," and being desirous of publishing it in this country, and acquiring a British copyright therein, sent her manuscript to the plaintiffs, a firm of London booksellers, for publication, and at the same time went to reside at Montreal, in Canada, for a few days, to cover the time of publication in England, being advised that by so doing she could acquire a copyright in the United Kingdom. Publication, of course, means invariably publication for the first time, and not publication in a bookseller's sense of the word.

The plaintiffs registered the publication of the work, and the assignment of the copyright to themselves, at Stationers' Hall, and deposited a copy of the book at the British Museum, in compliance with the Copyright Act. The defendants, who were rival booksellers, had obtained a copy of the work from the United States, where it was brought out simultaneously, and published a cheap edition of it. The plaintiffs accordingly filed their bill to restrain the defendants from proceeding with the publication, and for an account of the copies already sold. The Lords Justices adopted the decision of Vice-Chancellor Kindersley, that the plaintiffs were entitled to the relief prayed for, and their decision has now been affirmed by the highest authority.

The decision of the House of Lords was followed in a case of *Low* v. *Ward* by the Vice-Chancellor Giffard, on the 2nd of July, the Vice-Chancellor granting an injunction to restrain the publication in England, by a rival bookseller, of the last six chapters of a work published in England by an American author, who had gone to live at Montreal during the publication in order to acquire the British copyright, the last six chapters of the work only forming the subject of the injunction, because the rest of the work had been first published in America, so that no British copyright could be obtained in it.

Copyright, we may observe in passing, is defined as the exclusive right of multiplying copies of an original work or composition, and, consequently, of preventing others from doing so. It is, in other words, a monopoly granted to an individual in exclusion of the general right of the public, for a given term of years. Whether copyright existed at common law has been more than once the subject of discussion, and with some difference of opinion: see *Millar* v. *Taylor*, 4 Burr. 2303, where Lord Mansfield and his learned brethren thought that such a right did exist at common law. In *Donaldson* v. *Beckett*, 2 Bro. P. C. 129, the judges thought that such a right did not exist at common law, but was a creation of the statute. It is not easy to see how copyright can have existed at common law. It is a property in ideas, not in things, and cannot, strictly speaking, be the subject of possession or occupation: how, then, could it exist at common law? An author, however, feels that he has a property in the creation of his ideas, and calls for protection against the piracies of his contemporaries. If copyright were in strictness a property in a thing, then

the right would be enjoyable by the author and his personal representatives in perpetuity, which is more, we think, than its most strenuous supporters contend for. Those of our readers who have read the humorous and argumentative "Copyright and Copywrong" of the late Mr. Thomas Hood, know what is to be said on this side of the question. No protection was extended to authors, probably because none was called for, until the statute of Anne (8 Anne 19). The restrictions then and previously imposed on the publication of books no doubt interfered to some extent with piracy. Copyright is a matter of municipal law only, and it is only lately that the International Copyright Acts have extended it (1 & 2 Vict. c. 59; 7 & 8 Vict. c. 12; 15 & 16 Vict. c. 12). The object, it seems, of the statute of Anne, and of the subsequent statutes, was to encourage learning in Great Britain. The Act of Anne, for instance, recites that books have been republished without the consent of authors or proprietors, to their very great detriment, and too often to the ruin of themselves and of their families; and it is enacted "for the preventing such practices for the future, and for the encouragement of learned men to compose and write useful books." There is no mention of domicil, it is true, nor any statement that British authors alone are to be protected; but the reason was, as we believe, that the law of copyright was viewed simply as a municipal law, having no extra territorial operation whatever. The law then was, in the first instance, for the protection of British subjects. It was settled by *Calvin's case*, 7 Rep. 1, that an alien friend may, by the common law, have, acquire, and get within the realm by gift, trade, or other lawful means, any treasure or goods personal whatever. It seems that an alien residing temporarily within the realm is so far a subject of the Queen that he owes to her a temporary allegiance while he does so reside. If he reside but a day only it seems that he enjoys the protection, as he is subject to the penalties of English law during that day. Before long, therefore, it was held that an alien friend residing in England may have a copyright in England, and so may his assignee: *Back* v. *Longman*, Cowp. 623; *D'Almaine* v. *Boosey*, 1 Y. C. 288; *Bentley* v. *Foster*, 10 Sim. 329. These were cases under the statute of Anne. But in the present case it was contended on behalf of the defendants that the temporary residence of an alien friend was not enough to enable him to acquire a copyright, his allegiance being limited to the period of residence, while the copyright so acquired runs during a life and seven years, or forty-two years in gross, as the case may be. But the House of Lords, guided, it would seem, by the *dicta* of the judges and of the law lords in *Jefferys* v. *Boosey*, 8 H. L. Cas. 815, and of the Vice-Chancellor in *Ollendorf* v. *Black*, 4 De G. Sm. 209, took a more enlightened and liberal view of the position of an alien friend in this country, a view more in accordance with the modern comity of nations, and held him to be entitled to the same privileges as an English subject. It would indeed have been impracticable to vest in him those privileges, including copyright, to which the mere fact of residence entitled him, and afterwards divest him of them on quitting the realm. A British author, it will be remembered, may have copyright, if his work be published within the realm, although he be not within the realm at the time of publication: *Boucicault* v. *Delafield*, 1 H. & M. 597, 12 W. R. 101; *Jefferys* v. *Boosey*. The former, the "Colleen Bawn" case, was under the International Copyright Act, 7 Vict., c. 12, an Act which extends to any nation with which the Queen may, through her Privy Council, make arrangements for the purpose, the same privileges as are given to all people who publish works in this country, being themselves resident at the time. *Jefferys* v. *Boosey* decided that a foreigner, *bonâ fide* residing in England, and publishing his work in England, is entitled just as much as a British subject to the benefit of copyright in England.

The present case goes further, and decides that all alien friends in the position of Miss Cummins, residing within any part of the British dominions, and publishing in England, are similarly entitled, no matter how short their stay, and irrespective of the fact that their residence was taken up solely for the purpose of qualifying under the Copyright Act.

We do not, however, refer to the present case so much on account of the decision itself, a decision which simply affirms the view of both courts below, and of the correctness of which few doubts can have been entertained—as on account of the *dicta* of the Lord Chancellor, which point to a a future extension of copyright to authors of every nation publishing in the United Kingdom. There were, according to Lord Cairns, three questions arising upon the Copyright Act, the answers to which would dispose of the controversy between the litigant parties—first, where must the publication take place in order to obtain title; secondly, within what area is the protection of the Act given; and thirdly, who is the person entitled to that protection. The answer to the first question, Lord Cairns had no doubt, was, The United Kingdom. Vice-Chancellor Kindersley indeed had thought that the Copyright Act extended to all the British dominions, so as to give an author publishing anywhere within them copyright. But Lord Cairns thought this could not be, on the ground that it would be inconsistent with the practice of the Imperial Parliament to create an uniform system of copyright law for all our colonies and dependencies, many of which have copyright laws of their own, and thus tacitly in part repeal the constitutions of those colonies and dependencies—a state of things which is not to be assumed in the absence of express enactment.

With regard to the second question, Lord Cairns held, and the other law lords seem to have agreed with his Lordship, that the area over which protection is granted by the Act is the whole of the British dominions. The result of this interpretation of the Act will be that books published in the United Kingdom have copyright throughout her Majesty's dominions, while books published in a dependency have no copyright beyond it; so that we must expect colonial authors to come to Paternoster-row more often than they have hitherto done.

Coming to the third question, we find that Lord Cairns takes a most liberal view of the privilege of authors, and one which, if acted on hereafter—as we hope it may be—will satisfy the proper considerations of policy and justice better than the narrower and more exclusive view which has until now prevailed. His *dictum* is this, that protection is given to every author who publishes in the United Kingdom, wheresoever he may be resident, or of whatever state he may be the subject. The aim of the present Copyright Act is "to afford greater encouragement to the production of literary works of lasting benefit to the world." Lord Cairns has given the Act as wide a scope as possible in his interpretation of it, and though Lords Cranworth and Chelmsford expressed a strong doubt whether the suggestion of Lord Cairns, that the Act would apply to foreigners residing abroad was not an undue extension of the language of the statute, we hope that the view taken by Lord Cairns may prevail, and form the foundation of the copyright law of the future. The learned lords who dissented were, no doubt, guided by the case of *Jefferys* v. *Boosey*. But that case was decided under the statute of Anne; and since *Jefferys* v. *Boosey* was decided the present Act has been passed—passed in a spirit of liberality far different from the feeling which animated the authors of the statute of Anne.

It may be interesting to trace the progress of copyright. The original Act protected copyright in Great Britain only. It is true that no limitation of domicil is expressed in that Act; but the question of copyright at that day was solely a municipal question, and it is impossible to suppose that the Legislature of that day had any object but that of protecting indigenous authorship.

The 41st of Geo. 3, c. 107, extended this protection of British authors over the United Kingdom and the British dominions in Europe. The 54th of Geo. 3, c. 156, extended this protection over the whole of the British dominions. All these Acts were repealed by the Act now in force, which extends protection over the United Kingdom and every part of the British dominions to authors residing within the British dominions and publishing in the United Kingdom, as the case before us decides. Lord Cairns is for extending the principle still further, and giving copyright to every author, of whatever nation, publishing in the United Kingdom, wheresoever resident at the time of publication.

We, for our part, would go even further still, and give copyright in the United Kingdom to all books, wheresoever published, provided the author, be he foreigner or a native, go through some such formalities of registration in England as are required by the present Act. It would be no more than recognising the author's right of property in the work of his brain, and would, we trust, lead to an extension of international copyright, and thus be of benefit to English authors no less than to authors of every other nation.

RECENT DECISIONS.

EQUITY.

OF BONUSES ON SHARES IN PUBLIC COMPANIES.*

Re Ezekiel Barton's Trusts, V.C.W., 16 W. R. 392.

When a bonus is declared upon shares in a public company, the question whether such bonus is to be treated as income or capital is a question which often arises, and is of considerable interest to persons who have but a life-interest in the profits of the company. The question, however, will not often be difficult of solution if we consider that the word bonus is used in two distinct senses, and as the sense in which it is used so will the answer to the question be. We think that the apparent discrepancy between some of the cases may be explained if we bear this fact in mind. "What is properly called bonus may be described as whatever comes from a fund accumulated during several preceding years for any purpose, and ultimately found unnecessary for the ordinary payments, or grown so large as not to be capable of being dealt with in the usual way. If that be paid to the shareholder, in addition to a dividend, I should say that was a bonus; on the other hand, if what is often called bonus, or which a company choose to call bonus, is nothing more than the dividends of a current half-year, it is not bonus:" *Hollis* v. *Allan*, Kindersley, V.C., 14 W. R. 980. It is, in fact, a boon, or, to use the words of the same judge in *Hollis* v. *Allan*, "the word bonus means something good; it is a god-send; something unexpectedly good." In the other, and incorrect sense, the word is often used, particularly by banking companies, as a means of reconciling their shareholders to fluctuations of profit, the directors dividing half-yearly a moderate but unvarying sum as dividend, and dividing the rest of the divisible profits of the preceding half-year as bonus, dividend and bonus alike being earned in the previous half-year, but it being supposed that the shareholders bear with less impatience fluctuations in the amount of the half-yearly bonus while the dividend continues the same. In cases like this, where the bonus is part of the earnings of the previous half-year, the tenant for life is clearly entitled to it: *Plumbe* v. *Nield*, 8 W. R. 337.

Where a bonus is declared out of a lump sum accruing to the company, even where that sum represents accumulated profits, it will be treated as capital: *Maclaren* v. *Stainton*, 27 Beav. 460. In *Gilley* v. *Burley*, 27 Beav. 619, bonuses on a settled policy were held to be subject to the trusts of the settlement, although the bonuses were necessarily portions of the annual profits of the company; but the decision seems to have proceeded on the ground that the policy, and not the specific sum originally assured, formed the subject of the settlement. The cases collected in Mr. Beavan's note to the report of this case should be referred to. In *Brander* v. *Brander*, 4 Ves. 800, Lord Loughborough treated Five per Cent. Annuities, created upon the Bank subscription of £1,000,000 for the public service, as capital; the ground being, apparently, that the annuities (£250,000) were a bonus in the strict sense of the word, given for the loan by the Bank to the nation. This case was followed, although with some reluctance, by Lord Eldon, in *Paris* v. *Paris*, 10 Ves. 185.

Cases like the present will often occur, where a company choose to put by a sum out of their earnings for a specific purpose, and it is when this sum for any reason is divided among the shareholders that these questions are raised. The difficulty suggested by Lord Eldon in *Paris* v. *Paris*, that the company has it in their power to decide whether such a fund shall be capital or income, is fully considered by the Vice-Chancellor in his judgment. It is quite clear from *Foss* v. *Harbottle*, 2 Ha. 461, and *Browne* v. *The Monmouthshire Railway Company*, 13 Beav. 32, that the Court will not meddle with the internal arrangements of a company, and if a majority of the shareholders in general meeting choose that the fund shall so be distributed as to become capital, as in the present case, the Court will not help a dissentient minority to deal with it otherwise, the principle being that, as between the company and the registered holder of the shares, namely, the trustee, the directors have a right to hold every individual bound by the vote of the whole body, without regarding the various equitable interests that lie behind the interest of the shareholder who happens to be a trustee.

The similar case of *Baring* v. *Ashburton*, 16 W. R. 452, may be referred to upon this point.

COMMON LAW.

CONTRACT BY CORPORATION.

The South of Ireland Colliery Company (*Limited*) v. *Waddle*, C. P., 16 W. R. 756.

The judgments in this case contain a review of the principal decisions in which it has been held that corporations have power to limit themselves by contract not under seal.

Originally it was necessary that all contracts by corporations should be under seal, but exceptions were gradually introduced, and now it has been pretty well settled that there are three classes of agreements which may be binding upon a corporation, although not by deed. The first is where the subject-matter of the agreement is of trifling importance, or of frequent recurrence. The second is where the agreement has been performed by the party contracting with the corporation, and the corporation has accepted the benefit of such performance. Thirdly, where a particular kind of contract is incidental to the purpose for which the corporation was created. *The South of Ireland Colliery Company* v. *Waddle* is a good example of a case falling within the last of these three exceptions. The plaintiffs, a mining company, had contracted, but not under seal, with the defendant that the defendant should supply to them a pumping-engine and the necessary machinery, &c., at a certain price. The defendant failed to deliver the engine, and in an action against him by the company for breach of contract, it was contended on his behalf that the agreement, not being under seal, was not binding upon the company, and therefore was not binding upon him. The Court held, however, that the contract fell within the last of the three classes of exceptions which we have mentioned, and that the defendant was, therefore, bound in the same way as if the contract had been with individuals, and not with a company.

We notice this case here, as a knowledge of the law on this subject is still necessary, and will continue to be

* *Et vide sup.* p. 602.

so, although its importance has much decreased in consequence of the provisions of section 37 of 30 & 31 Vict. c. 131, which, in effect, enacts that companies registered under the Companies Act, 1862, may contract in precisely the same way as individuals. A company must, of course, contract as well as perform any other act by an agent, but a contract which would bind an individual if he gave an agent authority to enter into it will now bind a company if it has given such authority. The Companies Clauses, &c., Act, 1845, s. 97, contains provisions relieving railway and other companies to which that Act applies from the necessity of always contracting under seal, and the old rules of the common law will for the future only apply to those corporations which fall neither under the statute of 1845 nor under that of 1862.

BANKRUPTCY ACT, 1861—CERTIFICATE OF REGISTRATION—DISCHARGE FROM ARREST.

Ames v. *Colnaghi*, C. P., 16 W R. 758.

Section 192 of the Bankruptcy Act, 1861, provides that any deed entered into between a debtor and his creditors, relating to his debts, shall be valid and binding upon all his creditors, provided that certain requisites are complied with. A subsequent section provides for the filing and registration of such deeds; and section 198 enacts that a certificate of the filing and registration shall be available to the debtor for all purposes as a protection in bankruptcy. If a creditors' deed does not fulfil all the conditions required by the Act, the deed is utterly void as against all non-assenting creditors.

In *Lloyd* v. *Harrison* (13 W. R. 602, in Ex. Ch. 14 W. R. 737) it was held that a sheriff was justified in discharging from custody a debtor who produced a certificate of the filing and registration of a deed under the Bankruptcy Act, 1861, although it turned out afterwards that the deed which had been so filed and registered was invalid as against the creditor at whose suit the debtor was arrested. *Lloyd* v. *Harrison* only decided that the sheriff was not, under these circumstances, liable to an action; but the case went no further. In *Ames* v. *Colnaghi* the question arose distinctly for the first time, "whether the sheriff on the production of the certificate of filing and registration of a deed purporting to be under the hand of the registrar and the seal of the Court of Bankruptcy is *bound* to discharge the debtor," whether the deed be valid or invalid under the statute. The deed in this case was bad for want of the assents of a sufficient majority of creditors, and this appeared in the schedule which was appended to the deed.

It was held that the sheriff was bound to discharge the debtor under these circumstances.

The grounds given by M. Smith, J., are very clear and satisfactory. He says "It was never intended by the Legislature that the sheriff should decide if process should be executed or not. . . . Notice makes no difference. It is said that the sheriff had notice that the deed was invalid . . . but the question whether a deed is valid or not may depend on whether a debt or a part of a debt has been rightly included in the majority, and if the defendant's contention were right the sheriff would have to inquire if the notice that the deed is invalid is well founded or not, and go into all the facts." This is good sense as well as good law. It would be an intolerable burden upon sheriffs if they had to decide upon their own responsibility such questions as the validity or invalidity of deeds upon which the courts of law have themselves sometimes differed. As it is clear that sheriffs ought not to be liable for a release of a debtor who has his certificate, it is also well that there should be a uniform rule, and that the sheriff should be not only justified in discharging, but should be bound to discharge such debtors. No hardship is caused to the non-assenting creditors by the effect of this decision, because the Court of Bankruptcy has power to permit execution to issue, and if there is ground for thinking the deed invalid, that would be a reason for the exercise of this jurisdiction by that Court.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, July 30, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. M.		V. C. G.	
AP.	AP. M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
10	0	4	17	46	65	32	41	31	52	25	76

COUNTY COURTS.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

July 28.—*Tebb* v. *Ricketts.*

Landlord and tenant—A tenancy constituted by the tenant accepting a receipt.

The plaintiff claimed a quarter's rent, and the defendant pleaded that he took the house from one May (who had an agreement with plaintiff), and did not know the plaintiff in the capacity of landlord.

The plaintiff said he let the house to May on an agreement, but May having gone away and left defendant in possession, plaintiff claimed the rent from him; he paid it, and plaintiff considered that constituted a tenancy. The defendant had in fact paid two quarters' rent.

Defendant said he had paid under compulsion. He was May's tenant, but on plaintiff's agent threatening to seize if he (defendant) did not pay he paid, but in May's name.

The plaintiff swore positively that the two quarters' receipts were in defendant's name.

Mr. PITT TAYLOR said the acceptance of the receipt was an acknowledgment of a tenancy, and the defendant had become a yearly tenant.

The defendant said May's agreement had not expired, and he was therefore still tenant. They could not both be tenants.

Mr. PITT TAYLOR said defendant had nothing to do with the question, whether May was tenant or not. He had treated the plaintiff as his landlord, and must pay the rent.

July 29.—*Moore and Moore* v. *Bradford.*

The pianoforte trade—Agreements on the hire and purchase system.

This case was before the Court on the 30th June last, and a nonsuit was entered on a preliminary point, namely, that the piano lent to defendant had not been duly demanded before action brought (*supra* 748). A demand was subsequently made, and the second action came on for trial today.

Mr. Shapland was for the plaintiffs; and Mr. Richard Davis for defendant.

The plaintiffs' case depended mainly on an agreement to the effect that they let to the defendant a piano, value 36 guineas, at 30s. per month. After the signature a note was appended stating that if the monthly payments were continued until the whole value was paid, the instrument was to become the property of the defendant. The document was dated late in 1863, so that if the whole payments had been kept up the engagement would have been completed about October, 1865. They were not kept up, and the plaintiffs' contention was that, although they had not attempted to enforce their rights for more than two years, and notwithstanding that they had since received numerous instalments, the piano was still on hire, and they had a right to recover it in an action in *detinue*.

For the defendant it was contended that the hiring had been converted into a sale, and that having paid £29 he was liable for £8 16s. more, which he had paid into court on the former occasion, and withdrawn it by the direction of the judge on a technical point, but was ready to pay that sum now.

Mr. PITT TAYLOR said, in the first place he must hold, in answer to Mr. Davis's objection, that the agreement did not require a stamp. If the plaintiffs had demanded the piano as soon as default was made in any payment they would no doubt have been entitled to recover, but time was peculiarly the essence of this contract. They allowed the two years to expire over which the con-

tract extended, and they went on taking defendant's money down to the end of last year without saying anything about his default. They alleged that they received the whole money as hire, but that allegation was in itself fatal to their case, for if that were so they would now be entitled to about £90 (less the £29 they had received), and also to the return of the piano. There was a letter from the plaintiffs, in answer to a complaint from the defendant as to the tone of the instrument, offering to make certain alterations in it, for which he was to pay; and this letter spoke of "your piano," and offered to send "our man" to make the proposed alterations. That letter was a distinct acknowledgment that the piano had become defendant's property. The judgment would be for the defendant, but as it was clear the plaintiffs felt strongly on the subject, he would, if they desired it, grant a case for an appeal.

It was then arranged that the attorneys should draw a case and submit it to the learned judge for revision, with a view to settling the matter in one of the superior courts.

TODMORDEN.

(Before W. F. S. DANIEL, Esq., Q.C.)

July 22.—*Greenwood* v. *Redman.*

Distributive share—Concurrent jurisdiction—Co-administrator.

The action was for the balance of plaintiff's distributive share of the effects of her brother, who died intestate, and of whom the defendant was one of the administrators, the plaintiff being the other.

In the plaint, which was for her distributive share, the plaintiff was described as administratrix jointly with the defendant.

Mr. Stansfield, for the plaintiff; Mr. Ambrose, for the defendant.

For defendant it was objected that the action was wrongly brought, and could not be maintained, on two grounds, first that, since the Equitable Jurisdiction Act, 28 & 29 Vict. c. 99, the proper and only remedy to recover a distributive share under an intestacy is under the above Act, which, it was contended, had taken away the common law remedy under the 9 & 10 Vict. c. 95 s. 65. Secondly, that inasmuch as the plaintiff was co-administrator with the defendant, she was precluded from suing him at law, he being her co-administrator.

Mr. DANIEL held that the equitable jurisdiction created by the statute 28 & 29 Vict. c. 99, had not the effect of taking away the remedy given by the 9 & 10 Vict. c. 95, s. 65; that the latter remedy was cumulative and not substitutional; and that the plaintiff had her election whether to sue under the first County Court Act or under the Equitable Jurisdiction Act; and observed that the plaintiff might well prefer the former as being less dilatory and less expensive than the latter as the rules now stand, which, he regretted, were not so simple and inexpensive as they might have been, had effect been given to the 27th section of the County Court Amendment Act, 1867. Secondly, that inasmuch as the defendant had received the assets, the plaintiff was entitled to sue in her character of next of kin, and that the additional description of co-administratrix in the plaint might be struck out as superfluous.

BLOOMSBURY.

(Before G. L. RUSSELL, Esq., Judge.)

July 16th and 23rd.—*Whitty* v. *London and North-Western Railway Company.*

Fares—Time-tables—Conditions of Conveyance—Damages.

The facts sufficiently appear from his Honour's judgment.

Mr. RUSSELL said:—The facts, as proved by the evidence are these: The plaintiff went to the Euston-square Station, intending to go by the 7.15 a.m. train to Chester. The following conversation took place between him and the booking-clerk: The plaintiff said, "A second-class ticket to Chester." The clerk replied, "One pound thirteen," "No," said the plaintiff, "One pound three." "It is one pound thirteen by this train," replied the clerk. "Not on the bills," said the plaintiff. But, ultimately, the plaintiff paid under protest, because he was obliged to go to Chester by that train. The company's time-tables and time-books both represent that they carry passengers to Chester, and there is no second-class fare given except 23s. The plaintiff urged that by this representation they were bound to carry him for 23s., and claimed back the overcharge. But he cannot recover anything as an overcharge. The company are entitled to charge what they like within the Parliamentary limit; and the plaintiff had notice of the charge in question before he took his ticket. But the plaintiff says that, relying on the time-tables, he made certain business arrangements. On the part of the company all legal objections to the form of the action were waived. Now, from the evidence it appears that no special damage was sustained by the plaintiff. (The plaintiff then interposed and said that his Honour was in error, that his evidence was that he did sustain a pecuniary loss.) There seems to be some mistake, and, therefore, I shall adjourn the case for a week, and require further evidence of damages. But there were some points raised which I may decide at once. The conditions on the time-tables alluded to by the plaintiff do not refer to fares, for fares are not conditions. But, on the other hand, it was urged that by the 69th section of the company's Act the restrictions as to fares are not to extend to "special or extra" trains, and that the 7.15 a.m. train is a special or extra train within the meaning of the clause. This train runs under special management with the post office, and there are heavy penalties attached to its being late, but it runs periodically like any other train. In fact it is ordinary business done on special terms. Trains may be required which do run regularly, but for a special purpose. These are not "special or extra" trains. A "special or extra" train, within the meaning of the clause, is one which conveys the Queen, or a Cabinet Minister, or a physician on some special occasion.

July 23.—The plaintiff, on oath, stated that had he waited till the next train he would have sustained heavy losses, and that had he known that the fare was not the ordinary fare by the 7.15 a.m. train he should have gone by the 6.15 a.m. train to Chester.

Mr. RUSSELL.—The plaintiff was entitled to arrange by the time-bills to go by a particular train. His were business arrangements, and he found that he must either delay his journey or pay 10s. more. There was no condition on the part of the company, but the plaintiff paid the 10s. extra in consequence of his reliance on the representations of the time-bills. I take the money payment as constituting the damage, but cannot give costs, as it was an evident slip on the part of the company not noticing on the time-bills that express fares are charged by that train.

Judgment for the plaintiff for 10s., without costs.

GENERAL CORRESPONDENCE.

THE NEW LAW COURTS.

We have received from Mr. Barry, with a request for publication, a copy of a letter addressed by him on the 21st ult. to Mr. Sclater-Booth, the Secretary to the Treasury. We believe all the material facts relating to the rival claims of Mr. Barry and Mr. Street have now been placed fully before the public, both in our own columns and elsewhere, and that nothing is now wanting which can be in any way necessary to a decision of the question in controversy. For this reason, as the letter above mentioned is extremely long, and adds nothing to the material facts which we have already printed, Mr. Barry must excuse our not publishing it.

CONSOLIDATING MORTGAGES.

Sir,—Is the law such as Vice-Chancellor Wood, in *Beevor* v. *Luck*, 15 W. R. 1221, reluctantly declared it to be, and if so, can an equity of redemption ever be safely purchased or a second mortgagee hope to get any security?

That case decided that a person buying an equity of redemption must be supposed to know that the mortgagor may have created or may create other mortgages on other estates, and that the mortgagee of the purchased estate may after notice of the purchase, take transfer of such mortgages, and add them to his own as against the purchaser. The Vice-Chancellor said, p. 1223 (quoting *Vint* v. *Padgett*, 2 De G. & J. 611), that the question of notice had nothing to do with the matter.

Lord Coke tells us that examples do teach, and here is an instance of the practical working of the rule.

A. buys a house, as there is a mortgage upon it which the mortgagee is willing to continue, and he is only required to find the balance of the price. Notice is given to the mortgagee, and A. thinks he is tolerably safe, in the absence of

fraud. Sad delusion! The vendor afterwards buys other property, and makes mortgages to third persons, which the mortgagee of A.'s estate gets hold of, and by consolidating his securities defrauds (with the assistance of the Court of Equity) A. of his estate.

It is a strained and one-sided equity which allows a mortgagee to get a benefit he never bargained for, to break his contract with his mortgagor, and refuse to render back his security on receiving the sum agreed to be secured; it is nonsense to talk of grace and favour and the mortgagor being in default, in our day, when the date fixed for redemption is never meant to be observed; and the rule is therefore oppressive and unjust to the the mortgagor himself; but when the rule is allowed to operate after the rights of third persons have intervened, to the knowledge of the mortgagee, it is an encouragement to fraud and a disgrace to our jurisprudence.

It seems to me repugnant to the rule which says that of two equities the first shall prevail. The equity of consolidation surely cannot arise, whilst the after-acquired mortgages are in other hands, or not yet made; but the equity of the purchaser arises immediately upon his purchasing and giving notice.

The law is most mischievious; there is no safety to second mortgagees or purchasers of an equity of redemption, whilst the values of estates in mortgage, and the facility of dealing with them, is seriously affected.

The purchaser or mortgagee may be content to run the risk common to all transactions of concealed fraud, but why is he to be exposed to open legalized dishonesty from which no care or forethought can protect him.

How long is this absurd rule to be allowed to work damage and injustice, which, even in my experience, I know to be of very great extent. J. M.

[The rule of the consolidation of mortgages is a very hard one, but were it removed, an equity of redemption would still be a most precarious bargain at best, owing to the difficulty of ascertaining how many mortgages may have been created.—Ed. S. J.]

Costs.

Sir,—I shall be glad if some of your readers will give me their opinion on the following case. A. by will devises to trustees in trust to sell (*inter alia*) considerable real estate, a portion of which was, at the date of testator's death, and still is, in mortgage. A's estate is in course of administration under the direction of the Court of Chancery, the trustees being plaintiffs in the suit. A decree for sale has been made, and the plaintiff's solicitor has obtained the concurrence of the mortgagees, who are not parties to the administration suit, to the proposed sale, and as he has the conduct of the cause it devolves on him to obtain and carry into chamber the abstracts of title to the property. The solicitors to the mortgagees have furnished, at the expense of and by the request of the plaintiffs, copies of the abstracts in their possession, and an abstract of the leases, &c.; the mortgagees, I should add, took possession of the estate in mortgage to them shortly after the death of the testator. These abstracts are very bulky, and it appears to be the duty of the plaintiff's solicitor before carrying them into chambers to examine them with the deeds, yet he has been informed that he will not be allowed his costs for doing so, or for perusing the abstracts. This question arises, who is responsible if the abstracts are incorrect or defective? The vendor's—*i.e.*, the plaintiff's—solicitor, certainly not the mortgagees or their solicitors, for though they are paid their charges, it is an act of courtesy on their part to furnish abstracts and produce their deeds, and if any attempt were made to saddle them with the responsibility they would at once withdraw their consent, and thereby prevent the sale. Again, the mortgage was effected some years ago, and in a very loose way, and if the plaintiff's solicitor, having the conduct of and attending the sale in an official capacity as solicitor to the estate, does not peruse the abstracts, how can he be expected to answer the various queries put to him respecting the estate and the title, and further, the answering of the requisitions cannot be done without an intimate knowledge of the title and abstract. Yet it is understood that a charge made for examination of the abstract with the deeds and for perusing the abstract will not, in this case be allowed by the taxing master, and the remuneration, if any, is to be obtained by "instructions to answer requisitions." Will twenty or thirty guineas be allowed on taxation on this head? If not, in the case I have put, a less sum would not compensate a respectable and competent man for his time and trouble, without taking into consideration the risk and responsibility he incurs by trusting to an unexamined abstract which may in itself be utterly defective and incomplete. Mr. Kain, the law accountant, must be an undoubted authority on chancery costs, and I should much like to have his opinion through your columns on this case. A Solicitor.

Lincoln's Inn, July 29, 1868.

Probate Court.

Sir,—Several of your correspondents have lately described the slovenly inaccuracy of office copies emanating from this court. Allow me to give my experience of how the Probate Court officials themselves deal with what they are pleased to consider the mistakes of other people.

I had occasion last week to carry into the Registry oath and affidavit for grant of probate of the will of a testator named Fenn. The affidavit passed muster, but in the oath where the testator's name occurred for the *second* time, it was considered that the first "n" in testator's name looked more like the letter "u." And for this reason, and no other, the affidavit was this week rejected. On my clerk attending the registrar (Mr. Strong) upon the point he upheld the objection, and required the letter to be amended, and the executor to reswear the oath.

This, mind you, because the letter "n" once out of the four times it was written altogether in the affidavit and oath might be confounded with the letter "u."

30th July, 1868. Solicitor.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 24.—The *Bribery Bill* was read a first time.

The *Electric Telegraphs Bill* was read a second time.

The *Registration* (*Ireland*) *Bill* was read a second time.

The *Sanitary Act* (1866) *Amendment Bill* was read a third time and passed.

The *Larceny and Embezzlement Bill* was read a third time and passed.

July 27.—The *Bribery Bill.*—The Earl of Malmesbury moved the second reading.

Earl Russell disapproved of the transfer of jurisdiction.

The Lord Chancellor detailed the history of the transfer of jurisdiction scheme contained in the bill. He approved of the change, and, while regretting that the proposed increase of the judges' salary had been negatived by the House of Commons, explained that the proposal was made entirely without the privity of the judges.

Lord Romilly said the Lord Chief Justice had requested him, on behalf of himself and of all the other judges, to say that, though at first they disapproved very much of these functions being submitted to them, and thought it would be injurious to the authority and reputation of their office that the judges should be mixed up in election matters, and though they retained that opinion up to the present moment, nevertheless, if Parliament thought fit to require them to perform these duties, they would cheerfully and readily perform them to the best of their ability; that they were never consulted upon the subject of whether an additional sum of £500 should be given to them for the purpose of conducting these inquiries; that so far from its being the fact, according to the very injurious rumours which got abroad, that this provision had been introduced with their sanction for the purpose of making things smooth, nothing of the sort had occurred; and had such a proposal been made, they would have rejected it. He regretted that the additional salary had not been voted, and considered that the bill contained many crude provisions.

Their Lordships all paid handsome tributes to the memory of Lord Cranworth.

The bill was read a second time.

The *Electric Telegraphs Bill*, the *Expiring Laws Continuance Bill*, and the *Registration* (*Ireland*) *Bill* passed through committee.

July 28.—The *Regulation of Railways Bill.*—The Commons amendments were agreed to.

The *Bribery Bill.*—Committee. Lord Lyveden regretted the transfer of the jurisdiction over election inquiries from the House of Commons, and feared it would

not remedy the existing evil. One great deficiency of the present system had not been supplied — he referred to the want of motive power. Only electors would be able to initiate proceedings, and the consequence would be that in the very boroughs where there had been the greatest corruption, and where both parties had been engaged in and had profited by it, no petitions would be presented. It was notorious that the worst cases were those in which, both parties being afraid of the consequences, no petitions were presented. Now what was wanted was that any persons, whether electors or not, should be competent to bring forward cases, or else that a public prosecutor should be appointed. The matter ought not to be left to the electors, because the most flagrant cases would then be hushed up. Another point deserving of consideration was that legislation was of little use unless it was supported by public opinion, which was not the fact in the present case. What instance was there of a man engaged in bribery having been on that account discredited in society or having any moral stigma attached to him? He thought that some measure was wanting to bring this offence before the Judges otherwise than through the electors, who were persons very much interested, and who would be under the apprehension of being disfranchised themselves or getting their borough disfranchised. The consequence would be that many cases of bribery the most gross and lamentable would never come under the cognizance of the Judges.

The Earl of Malmesbury approved of the transfer of jurisdiction, but doubted the necessity of any further encouragement to election petitions. By the new Reform Bill almost every man in a borough, at all events, almost every man of respectabilily, and every householder, would be an elector, and everyone would have it in his power on certain conditions to challenge the election. He thought it very likely that the beaten party would have among its members plenty of persons with zeal enough to challenge the election when needful without the intervention of a public prosecutor.

The bill passed through committee.

The *Electric Telegraphs Bill* was read a third time and passed.

Baby Farming.—The Earl of Shaftesbury asked whether the Government intended to institute any enquiry into this subject.

The Earl of Marlborough said the Government would turn their attention to it during the recess, and he hoped they would be able to discover means which, embodied in a bill, would obviate the dangerous abuses to which attention had been directed.

July 29.—The *Bribery Bill* was read a third time and passed.

July 30.—The *New Law Courts.*—Lord Denman asked whether the commissioners under the Courts of Justice Building Act had recommended any definite plan, and whether the Lords of the Treasury had adopted such recommendation and approved any contract as to a Palace of Justice. He thought that the proposed concentration of the courts of law on one site would involve an expenditure of some four or five millions sterling, and that the measure was one of very doubtful expediency. He therefore hoped that no hasty step would be taken in the matter, but that the Government would consent to wait until the next Session of Parliament before they entered into any contract with an architect for the erection of the projected buildings.

The Lord Chancellor said that the commissioners under the Courts of Justice Building Act had not yet actually recommended any definite plan to the Government, and, therefore, the Lords of the Treasury had not adopted any recommendation or approved any contract. At the same time, he was bound to add that the members of the commission had a meeting a few days since, at which they agreed to a draught letter to the Treasury accompanying sketches of certain plans to be submitted for approval. That letter and the accompanying sketches of plans had not yet been despatched, but were about to be so; and that was the present state of the matter as between the commissioners and the Government.

HOUSE OF COMMONS.

July 24.—*The Court of Chancery and the County Courts* (Picard *v.* Hine).—Mr. Hardcastle asked the Attorney-General whether his attention had been called to a statement of Vice-Chancellor Stuart's in the case of *Picard* v. *Hine*, in which the Vice-Chancellor refused to transfer the suit to a county court on the ground that the costs in the county courts exceeded those in the court above; and whether he was aware of the truth of this statement of Vice-Chancellor Stuart's.

The Attorney-General stated that he had received a communication from the chief clerk of Vice-Chancellor Sir J. Stuart on this subject. The result of that communication was this—that the chief clerk believed he did state in reply to a question from his Honour that the expenses to be incurred after the transfer of the case to a county court would not exceed those in the Court of Chancery. He went on to say that the opinion so expressed was formed from general impressions.

The *Bribery Bill.*—Mr. Fawcett moved that the bill be recommitted, for the purpose of adding a clause relating to election expenses. The motion was negatived by 102 to 91, and the bill was then read a third time and passed.

The *Regulation of Railways Bill* was considered in committee. A clause was added requiring companies to provide means of communication between guards and passengers in trains running over twenty miles; a clause empowering the Board of Trade to authorise the working of "light railways"; a clause requiring companies to print every year corrected shareholders' address-books; clauses relating to the Railway Companies' Powers Act, 1864, and the Railways Extension of Time Act, 1868; a clause imposing a 40s. penalty for crossing a line after due warning; a clause empowering railway companies to remove trees likely to obstruct the traffic, on the order of two justices, who are also to settle the compensation; a clause inflicting a £500 penalty on companies providing special trains for prize-fights.

A series of clauses permitting the appointment of an executive committee; the separation of the capital and revenue management; the voting of capital expenditure at general meetings; the removal of directors in general meeting; the preference shareholders on certain questions to have a right to vote; questions to be decided by voting papers; report of question and voting papers to be sent to shareholders; and the secretary to receive proxies and voting papers; and a clause requiring companies to provide carriages for the use of women exclusively—were negatived.

The bill passed through committee.

July 26.—The *Regulation of Railways Bill.*—Report of amendments.

Mr. Leeman proposed, after clause 19, to insert the following:—

"The company shall not, except under an insurance, as hereinafter mentioned, be liable to pay any larger sums than the following in respect of any passenger killed and injured,—that is to say, no greater sum in respect of any first-class passenger than £400, in respect of any second-class passenger than £300, in respect of any third-class passenger than £200; but any sum so payable shall be in addition to any claim under an insurance."

The amendment was afterwards withdrawn, upon the understanding that the Government would consider the matter during the recess.

A clause was added requiring companies, unless exempted by the Board of Trade, to provide smoking carriages.

The bill was read a third time and passed.

The *Endorsing of Warrants Bill* was read a third time and passed.

July 27.—*Expenses of Witnesses.*—Mr. Beach asked the Secretary to the Treasury why the expenses of witnesses who attended in court for the defence at the Hampshire Quarter Sessions, which were authorised to be repaid to the County Treasurer by the Criminal Law Amendment Act, 1867, had been disallowed by the Treasury.

Mr. Sclater-Booth said as this was a subject which would probably be interesting to other counties besides Hampshire he would state that, although the Criminal Law Amendment Act of last year had for the first time authorised the expenses of witnesses for the defence being defrayed by the Treasury, he took objection to the probable cost of such payments, and his right hon. friend who had charge of the bill undertook that no money should be paid on that account until a vote for the purpose was passed by the House of Commons. A vote for that purpose was accordingly inserted in the estimates for the year, and the House did not pass that vote until the first week in June. The account sent in by the Treasurer of

Hampshire was presented before that time, and in accordance with what had occurred with regard to other counties, the charge made for witnesses for the defence was ordered to stand over, and might therefore technically be said to have been disallowed. There never was, however, any intention to disallow the charge further than until the House of Commons should pass a vote approving the policy of the legislation of last year.

Proposal of a Statue to Lord Brougham.—Mr Roebuck asked whether it was the intention of the Government to propose the erection of a monument in Westminster Abbey to the memory of the late Lord Brougham, in consideration of his great public services. He said:—"The character of Lord Brougham's mind was one of vast extent and great perspicuity. He was not merely a philosopher, but a philosopher whose power of teaching was unexampled by any man of his time. He was not merely a philosopher, for as an orator he was able to guide, instruct, and I fear very often to frighten, one of the first legislative bodies that now exists upon the face of the earth, and it should be recollected that those great powers of Lord Brougham's mind were always exercised for the good of mankind. It was not merely a personal object that he had in view. I have no doubt that, as is the case with every man, he had personal objects, but whatever powers he enjoyed were devoted to the benefit of mankind. It should also be remembered that it was not at that time so easy a task to be the friend of the people as it is now, when that character is frequently assumed as a road to wealth and popularity. It was his lot to have frequently to contend with foes of vast power and great influence in this country, and he ran great risk, I do not not mean bodily risk, but personal risk, in undertaking the cause for which he so gallantly contended. No matter in what clime oppression appeared Lord Brougham was always to be found on the side of the oppressed. Who will forget what he did on behalf of the African slave? He lent his great powers, not alone but in companionship with other great men, to strike off the chains from the African slave, and ignorance in every part of the world, and more particularly in his own country, found in him an ever-ready and unceasing opponent. There was no man who understood so completely as he did the instruction of the people. He stood alone—he towered above all the statesmen of his time—in his appreciation of the danger arising from popular ignorance, and he did all in his power to do away with that ignorance and to support in every shape the principles of civil and religious liberty. Every person who could justly feel himself aggrieved knew that he would find in Lord Brougham, in Mr. Brougham, in Henry Brougham, a friend full of counsel and sympathy. I will conclude my observations by remarking that he was a wise, a great, and a good man, that he was one of England' greatest sons, and I think it is the duty of our country to pay that tribute to his memory for which I now ask, to show how greatly he was honoured and admired by his country."

Sir George Bowyer trusted that Lord Brougham's remains would be translated to Westminster Abbey.

Mr. Bernal Osborne believed the latter proposal would have been most unacceptable to Lord Brougham himself. Lord Brougham's public services had been acknowleged by the House by the unusual honour attending the manner in which he was created a peer.

Mr. Disraeli said—"It may be truly said of Lord Brougham that none more completely represented his age, and no one more contributed to the progress of the times in which he lived. (Hear.) He had two qualities, almost in excess, which are rarely combined; one was energy, and the other versatility. The influence which creative power gave him, combined with strength of character, alone sustained him in a career which for its duration as well as for its dazzling feats, has rarely been known in this empire. But, when I have to consider on the part of the Government how and by what means we can satisfy the wishes of the country—whether by raising some monument or some statue to Lord Brougham—I am painfully impressed with the failure of most efforts of a similar nature that have been made."—The subject, however, had not and would not be disregarded by the Government.

Mr. Gladstone heartily endorsed the encomia which had just been passed upon Lord Brougham. He said—"I very cordially echo what has been said, better than I could say it, both of his public and personal qualities. It may, perhaps, not readily have been inferred by those who knew Lord Brougham, chiefly from the part he took in the most stormy debates of his times, that what my hon. and learned friend had said of his overflowing affection of character is strictly true. That characteristic entered into beautiful combination with the strong, vigorous, masculine, and even ruder parts of his mental and political composition. Lord Brougham was eminently happy in the length and consistency of his career; in most of the great undertakings of his life he addressed himself to purposes in which his countrymen could not but recognize an ardent love of liberty, a determined dread of corruption and abuse, and remarkable disinterestedness. It seemed as if a certain instinct led Lord Brougham continually to deviate from the path of mere party politics for the purpose of anticipating the wants of coming generations. The fame of Lord Brougham is great; all those who take an interest in the improvement of the laws of this country will ever be glad to own the name of Lord Brougham as one among the earliest, most energetic, and most effective of all those who have laboured in that great and open field. . . . In the meantime I express many thanks to my hon. and learned friend for having offered me an occasion on which I can express my feelings regarding this most remarkable man—a man of whom I wish to take this opportunity of placing it on record that, although he had lived a life not only of activity, but of contention, I, who knew him well, and knew him only during the years of his retirement, can scarcely ever recollect to have heard him mention any person, either friend or foe, except in terms either of admiration or kindness."

The Circuits.—Viscount Milton asked the Secretary of State for the Home Department whether considerable changes were not contemplated in the circuits of the judges for the midland and northern districts, and whether her Majesty's Government, in the event of any change, would consider the necessity of holding assizes at some convenient place within the southern division of the West Riding of Yorkshire.

Mr. Hardy was not aware that any changes were contemplated, unless changes might be contemplated by the Judicial Commission now sitting. No steps in the matter would be taken by the Government without considering the report of that Commission, which was now pursuing its inquiries.

July 28.—The *Public Schools Bill* was read a second time.

July 29.—The *Mines Assessment Bill*, the *Church-Rate Commutation Bill*, and the *Church-Rates Regulation Bill* were withdrawn.

Weights and Measures.—Mr. T. Hughes called attention to the unsatisfactory state of the whole subject. The machinery for inspection was unsatisfactory, the standards were in an unsatisfactory state, and the law as to penalties was unsatisfactory. It would certainly benefit the honest trader if, in every instance, it were obligatory on the tribunal imposing the penalty to publish the circumstances of the case; and some system might also be devised under which a tradesman convicted of serious dishonesty would have some mark placed over his door. During the recess he hoped that some measure embodying these small but necessary modifications of the law would be framed, with a view of being submitted to the House early next Session.

Mr. Cave entirely concurred with the last suggestions, and said that the various points mentioned by Mr. Hughes should be carefully enquired into at the next meeting of the commission.

The Patent Office and the Case of Mr. Leonard Edmunds.—Mr. Bentinck moved for a copy of all the proceedings in the information *Attorney-General* v. *Edmunds*, and of all papers relating to the enquiry. He trusted the Attorney-General would advise the Government to stop all further Chancery proceedings, and refer the matter to arbitration.

The Attorney-General thought the printing of the papers would be an unnecessary expense, and said he should state his views to the Government in a few days.

IRELAND.

COURT OF BANKRUPTCY AND INSOLVENCY.

(Before Judge MILLER.)

Arrangement Cases.

July 24.—Judge MILLER made the following observations in reference to arrangement cases:—Applications for the adjournment of the first meeting before the Court in arrangement cases, as prescribed by the Bankruptcy Act, grounded upon the resolution of creditors at their previous

preliminary meeting for receiving explanations from the arrangement trader and determining as to the acceptance by them of the composition offered by the trader, to the effect that such meeting should be adjourned for the purpose of affording to the creditors an opportunity for investigating the affairs of the trader,—have lately come before before me as a new feature in the administration of the arrangement clauses under the Bankruptcy Act, as far as my recollection serves me; but at all events I may observe that so many applications of that nature have been made to me within the last month, that in the interest of creditors themselves, irrespective of that of the arranging trader, I think it necessary to communicate that I will steadily resist such applications being reduced to a system which would, if allowed to prevail to any great extent, be, in my opinion, at variance with the spirit and object of such arrangement provisions, although I do not deny that there may be exceptional cases in which such steps may be fairly and necessarily resorted to. The trader who desires to effect an arrangement with his creditors is required, as a title to receive the protection of this Court, with great strictness to set forth a verified statement, not only of his liabilities, but also of the particulars and amount in detail of all his assets available for meeting such liabilities, accompanied by a valuation of such assets by a competent person, whose estimates must necessarily be resorted to. An obligation is thus cast upon such trader to make a reliable statement in the first instance both in respect of his liabilities and assets, and to offer to his creditors a reasonable composition, regulated by the amount of his available assets; and upon the statement as thus made, the composition as proposed is to be judged and fairly estimated between the trader and his creditors at such preliminary meeting, for the purpose of the first meeting before the Court. After such preliminary meeting by the creditors, there is in most cases ample time afforded to the creditors before the second meeting for deciding on the composition as offered, and for a full investigation into the reliance to be placed upon the representations as made by the trader, and I am ready at all times to afford every necessary assistance to creditors for such a purpose. But again, in the interest of creditors in general, I would say that the penalty which should attach to the trader who did not make a true and reliable representation to his creditors should be in most cases the immediate transfer of his estate into bankruptcy, and the denial to him of the benefit of such arrangement and provisions, although the necessary result of the administration of the estate in bankruptcy might not equal the amount of composition proposed. And as regards the trader, it would, in most cases, be far more advantageous for him that his estate should be at once wound up in bankruptcy than that he should be subjected to protracted investigation and such interruptions to his business as must go far to neutralize any good results which might otherwise be looked for from such arrangement. I have thought it necessary to make these observations as a protection to solicitors against the pressure that may be put upon them by creditors at preliminary meetings in such respects, and to recall the attention of creditors to the true object of such preliminary meetings—namely, the investigation of representations of traders and the reasonableness of the composition as offered upon the basis of such representations.

SCOTLAND.

HOUSE OF LORDS.

(Abridged from the *Scottish Law Reporter.*)

May 29.—*Wilson* v. *Merry* and *Cunningham*.

Master and servant—Collaborateur—Manager—Fault—Negligence—Mines Inspection Act, 23 & 24 Vict. c. 151—Reparation.

Held, that a coal-master, to whom no personal fault was attributed, was not liable in damages for injury to a miner in his employment through the fault of the pit manager.

Per LORD CHANCELLOR—*What the master is bound to his servant to do, in the event of his not personally superintending the work, is to select proper and competent persons to do so, and to furnish them with adequate materials and resources, and when he has done this he has done all that he is bound to do.*

Per LORD CHELMSFORD—*There is no distinction as to the exemption of a common employer from liability to answer for an injury to one of his workmen from the negligence of another in the same employment in consequence of their being workmen of different classes. Observations on* M'Auley *v.* Brownlie, and Somerville *v.* Gray, *and on the effect of the Mines Regulation Act.*

This was an action against coal and iron masters for damages for the loss sustained through the death of the appellant's son, a miner in the employment of the respondents at their pit, who was killed by the explosion of fire-damp, caused, the appellant alleged, through the fault of the respondents, the owners of the pit.

The appellant alleged that the explosion occurred in consequence of the defective construction of a scaffold on which the deceased was working at the time of the accident; that that defective construction was attributable to the fault of Neish, the respondents' manager at the pit; and that the respondents were responsible for the fault of their manager.

The case was tried before a jury in January, 1867. Lord Ormidale directed the jury that if they were satisfied, on the evidence, that the arrangement or system of ventilation in the pit at the time of the accident in question had been designed and completed by Neish before the deceased was engaged to work in the pit, and that the defenders had delegated to Neish their whole power, authority, and duty in regard to that matter, and also in regard, generally, to all the under-ground operations, without control or interference on their part, the deceased and Neish did not stand in the relation of fellow-workmen engaged in the same common employment, and the defenders were not, on that ground, relieved from liability to the pursuer for the consequences of fault, if any there was, on the part of Neish, in designing and completing said arrangement or system of ventilation. The respondents excepted to that direction.

Quain, Q.C., Strachan, and *Junner,* for appellant.

Sir Roundell Palmer, Q.C., Young, and *Shand,* for respondent.

The LORD CHANCELLOR (after stating the facts).—The law applicable to cases of this kind has of late years come frequently under consideration both in this House and in various courts of law in England and Scotland. The cases up to the year 1858 are all reviewed in *Bartonshill Coal Company* v. *Reid,* 3 Macq. 266. In that case Lord Cranworth explained with great clearness the difference between the liability of a master to one of the general public and his liability to a servant of his own for an injury occasioned, not by the personal neglect of the master himself, but by the negligence of some person employed by him.

As to the liability of the master to the general public, my noble and learned friend expressed himself thus:—"Where an injury is occasioned to any one by the negligence of another, if the person injured seeks to charge with its consequences any person other than him who actually caused the damage, it lies on the person injured to show that the circumstances were such as to make some other person responsible. In general it is sufficient for this purpose to show that the person whose neglect caused the injury was at the time when it was occasioned acting, not on his own account, but in the course of his employment as a servant in the business of a master, and that the damage resulted from the servant so employed not having conducted his master's business with due care. In such a case the maxim '*respondeat superior*' prevails, and the master is responsible. Thus if a servant driving his master's carriage along the highway carelessly runs over a bystander, or if a gamekeeper employed to kill game carelessly fires at a hare so as to shoot a person passing on the ground, or if a workman employed by a builder in building a house negligently throws a stone or brick from a scaffold and so hurts a passer-by; in all these cases (and instances might be multiplied indefinitely), the person injured has a right to treat the wrongful or careless act as the act of the master. *Qui facit per alium facit per se.* If the master himself had driven his carriage improperly, or fired carelessly, or negligently thrown the stone or brick, he would have been directly responsible, and the law does not permit him to escape liability because the act complained of was not done with his own hand. He is considered as bound to guarantee third persons against all hurt arising from the carelessness of himself or of those acting under his orders in the course of his business. Third persons cannot, or at all events may not, know whether the particular injury complained of was the act of the master or the act of his servant. A person sustaining injury in any of the modes I have suggested has a right to say, I was no party to your carriage being driven along the road, to your shooting near the public highway, or to your being engaged in building a

house. If you choose to do, or cause to be done, any of these acts, it is to you, and not to your servants, I must look for redress if mischief happens to me as their consequence. A large portion of the ordinary acts of life are attended with some risk to third persons, and no one has a right to involve others in risks without their consent. This consideration is alone sufficient to justify the wisdom of the rule which makes the person by whom or by whose orders these risks are incurred responsible to third persons for any ill consequences resulting from want of due skill or caution."

But as to the liability of the master to his workman, my noble and learned friend thus expressed himself:—"But do the same principles apply to the case of a workman injured by the want of care of a fellow-workman engaged together in the same work? I think not: when the workman contracts to do work of any particular sort, he knows, or ought to know, to what risks he is exposing himself; he knows, if such be the nature of the risk that want of care on the part of a fellow-workman may be injurious or fatal to him, and that against such want of care his employer cannot by possibility protect him. If such want of care should occur, and evil is the result, he cannot say that he does not know whether the master or the servant was to blame. He knows that the blame was wholly that of the servant. He cannot say the master need not have engaged in the work at all, for he was party to its being undertaken. Principle, therefore, seems to me opposed to the doctrine that the responsibility of a master for the ill consequences of his servant's carelessness is applicable to the demand made by a fellow-workman in respect of evil resulting from the carelessness of a fellow-workman when engaged in a common work."

My Lords, I would only add to this statement of the law that I do not think the liability, or non-liability, of the master to his workmen can depend upon the question whether the author of the accident is not, or is, in any technical sense the fellow-workman or collaborateur of the sufferer. In the majority of cases in which accidents have occurred the negligence has no doubt been the negligence of a fellow-workman; but the case of the fellow-workman appears to me to be an example of the rule, and not the rule itself. The rule, as I think, must stand upon higher and broader grounds. As is said by a distinguished jurist—*Exempla non restringunt regulam, sed fequuntur de casibus crebrioribus*" (Donellus de Jure Civ., 19, c. 2, n.). The master is not, and cannot be, liable to his servant, unless there be negligence on the part of the master in that in which he, the master, has contracted or undertaken with his servant to do. The master has not contracted or undertaken to execute in person the work connected with his business. The result of an obligation on the master personally to execute the work connected with his business, in place of being beneficial, might be disastrous to his servants, for the master might be incompetent personally to perform the work. At all events, a servant may choose for himself between serving a master who does, and a master who does not, attend in person to his business. But what the master is, in my opinion, bound to his servant to do, in the event of his not personally superintending and directing the work, is to select proper and competent persons to do so, and to furnish them with adequate materials and resources for the work. When he has done this, he has, in my opinion, done all that he is bound to do. And if the persons so selected are guilty of negligence, this is not the negligence of the master; and if an accident occurs to a workman to-day in consequence of the negligence of another workman, skilful and competent, who was formerly, but is no longer, in the employment of the master, the master is, in my opinion, not liable, although the two workmen cannot technically be described as fellow-workmen. As was said in *Tarrant* v. *Webb*, 4 W. R. 640, 25 L. J. N. S. C. P. 263: "Negligence cannot exist if the master does his best to employ competent persons; he cannot warrant the competency of his servants."

Applying these observations to the direction of the learned judge to the jury in this case, I think the first error in that direction is that it is pregnant with the suggestion to the jury, that if they found the scaffold to have been finished by Neish before the deceased was engaged to work in the pit, a liability for the accident was thrown upon the respondents which would not have existed if the deceased had been engaged before the scaffold was finished. This, was calculated, as I think, to mislead, and appears to have misled the jury.

But I think there is another objection to the charge of the learned judge. He asks the jury to consider whether the respondents had delegated to Neish their own power, authority, and duty in regard to the arrangement or system of ventilation, and also in regard generally to all the underground operations, without control or interference on their part.

I think there is nothing in the evidence which would warrant a question being left to the jury in these terms. The respondents had delegated no power, authority, or duty to Neish, except in the sense in which a master who employs a skilled workmen to superintend a portion of his business, delegates power, authority, and duty to the workman for that purpose. It was admitted that the respondents gave no specific directions to Neish as to the manner or form in which the scaffold was to be arranged. They told him that the Pyotshaw seam was to be opened, and they left to him the arrangements underground for opening and working it. And the learned judge ought not, as I think, to have suggested to the jury that this could be viewed in any other light than as the ordinary employment by the respondents of a sub-manager or foreman. I think the learned judge ought to have told the jury that, if they were of opinion that the respondents exercised due care in selecting proper and competent persons for the work, and furnishing them with suitable means and resources to accomplish the work, the respondents were not liable to the appellant for the consequences of the accident. . . . . On the whole, I must advise your Lordships to dismiss this appeal, with costs.

Lord CRANWORTH.—The substance of the direction was, that if the system of ventilation had been completed by Neish before Wilson was engaged to work in the pit, and if the owners had delegated to him all their power and authority, as to the underground operations, then he and Wilson were not fellow-workmen. This was clearly wrong. Workmen do not cease to be fellow-workmen because they are not all equal in point of station or authority. A gang of labourers employed in making an excavation, and their captain, whose directions the labourers are bound to follow, are all fellow-labourers under a common master, as has been more than once decided in England; and on this subject there is no difference between the laws of England and Scotland. Nor does it make any difference that the scaffolding—the imperfection of which is assumed to have caused the accident—had been all set up by Neish before Wilson began to be employed. In order effectually to carry on the work it was necessary that a scaffolding should be fixed, under the superintendence of an underground manager, and, when so fixed, it was necessary that workmen should be employed at it, in excavating the mine, under similar superintendence. That Neish was a person competent to perform the duties of such underground management was not a matter in dispute. He caused the scaffold to be prepared and fixed; and when that had been done, Wilson began to work under him as manager. They thus clearly became fellow-workmen; and the circumstance that a part of the duties of Neish had been completed before Wilson began to work cannot be material. If, indeed, the owners had failed to take reasonable care in causing the scaffold to be erected, the case would have been different; but of this there is no evidence. It certainly was not incumbent on them personally to fix the scaffold. They discharged their duty when they procured the services of a competent underground manager, and whether Wilson began to work with or under Neish before or after he had prepared the scaffold, was a matter of no importance. From the time when he began to work he was a fellow-workman with him. The direction given by the learned judge at the trial was certainly wrong, and the interlocutor granting a new trial was therefore right.

It is not absolutely necessary that we should say what direction the learned judge ought to have given; but I have no difficuly in saying that he ought to have charged the jury to the effect that Neish and the deceased were fellow-workmen, and that the defenders were not liable, if they, the jury, were of opinion that Neish was a properly skilled workman to act as underground manager, even if there were defects in the scaffolding which caused the accident.

Lord CHELMSFORD.—It has certainly been held by Scotch judges of great eminence that the exoneration of a master from liability for injury arising to one fellow-servant from the negligence of another does not take place where the servant occasioning the injury is placed in superintendence,

control, or authority over the others. In *M'Auley* v. *Brownlie* (22 Dunlop, 975) Lord Deas said, "I think that the foreman was the master's representative, delegated to act for him in his absence, with power to give all the orders which he could have given; and that when the master so delegates his powers and duties in matters affecting life and limb, he must be responsible for the acts and omissions of representatives equally with his own." And in *Sommerville* v. *Gray & Co.* (1 M'Pherson, 768), the Lord President said, "I think there is room for a distinction among different classes of servants acting under the same master, and I do not think that the House of Lords or the courts of England have ever expressly held that there is not. The difficulty is where to draw the line of distinction.

But subsequent cases in England have clearly established that there is no distinction as to the exemption of a common employer from liability to answer for an injury to one of his workmen from the negligence of another in the same employment, in consequence of their being workmen of different classes. It is only necessary to refer for this point to *Wigmore* v. *Jay* (5 Exch. 354), *Gallagher* v. *Piper* (12 W. R. 988, 16 C. B. N. S. 669), and especially to *Feltham* v. *England* (15 W. R. 152, 2 L. R. Q. B. 33), where the Court said—"We think that the foreman was not in the sense contended for the representative of the master. The master still retained the control of the establishment, and there was nothing to show that the foreman or manager was other than a fellow-servant of the plaintiff, although he was a servant having greater authority." As was said by Willes, J., in *Gallagher* v. *Piper*, "A foreman is a servant as much as the other servants whose work he superintends." And he added, "We think this case ranges itself with a great number of cases, by which it must be considered as conclusively settled that one fellow-servant cannot recover for injuries sustained in their common employment by the negligence of a fellow-servant, unless such fellow-servant is shown to be either an unfit or improper person for the purpose."

The learned counsel for the appellants, upon the argument at your Lordships' bar, laid an entirely new ground in support of the verdict founded upon the provisions of the Act of Parliament of the 23rd & 24th Victoria, c. 151, for the Regulation and Inspection of Mines. Although the point was not made at the trial, and is not involved in the exception to which the interlocutor appealed from applies, yet, as it is within the terms of the issue upon which a new trial may take place, it seems to me, notwithstanding the suggestion of my noble and learned friend on the Woolsack, to deserve some notice. (His Lordship cited sections 10, 22.)

In support of this proposition was cited *Couch* v. *Steel* (3 E. & B. 402). In that case there was no question as to the liability of the shipowner, the decision being merely that a person suffering damage from an omission of a duty was not deprived of his remedy because the Legislature had attached a penalty to such omission.

But *Grey and Wife* v. *Pullen and Hubble* (5 B. & S. 970), which was also cited, has a more direct application. By the 110th section of the Metropolis Local Management Act, 18 & 19 Vict. c. 120, whenever it is necessary for any person to break up or open the pavement, &c., of any street, he is with all convenient speed to complete the work and make good the pavement, and, in the meantime, to fence and guard the place, and light it during the night; and, by section 3, if he fail in any of these respects, he is to forfeit £5, and a further sum of 40s. for every day during which the offence continues. The defendant Pullen employed the other defendant Hubble as a contractor to make a drain from his premises across a public footpath. The female plaintiff passing along the footpath at night, fell into a hole or trench over the drain, and sustained injury. Mr. Justice Blackburn, who tried the cause, held that there was no evidence to go to the jury that Hubble had acted as the servant of Pullen, but as a contracter for the work, and that Pullen was not within the scope of the above-mentioned section of the Metropolis Local Management Act, so as to be responsible for the performance of the work. A verdict was found against Hubble, with £65 damages, the judge directing a verdict to be entered for the defendant Pullan, reserving leave to move to enter the verdict against him also. Upon the motion being made, the Court of Queen's Bench unanimously refused the rule, holding that the statute did not take the case out of the common doctrine, that if a person, in the exercise of a right, employs a contractor to do work, and the contractor is guilty of negligence in doing it, from which damage results, he, and not the employer, is liable. The Court of Exchequer Chamber, however, overruled the Court of Queen's Bench, and held that Pullen was liable to the plaintiff for the injury, upon the ground that "a duty was implied in the grant of the power to open the drain in the highway in section 79 of the Act, and was expressed in section 110; and that the statutable duty was created absolutely, and not by section 3, imposing a penalty to be enforced solely by enforcing the penalty; and that the penalty imposed by section 3 was a cumulative remedy."

I must confess that this reasoning is not at all satisfactory to my mind. The statutable duty is no doubt created absolutely for the purposes of the Act, but it is a duty which, if unperformed, can only be enforced by the penalty; and this for the protection of the public is to be recovered against the owner or occupier who causes the work to be done. If an individual sustains an injury in consequence of the work being imperfectly or improperly performed, a civil liability is not imposed upon the owner, if without the statutable obligation he would not have been liable. The remedy is in one sense cumulative, because the imposition of the penalty by statute does not take away the civil remedy; but the two proceedings have totally different objects, the one to punish an offence, the other to redress an injury. For the sake of the public it may be right to make a person liable for acts which another has done on his account; but it would be a violation of principle to make him civilly responsible for such acts where he is in no legal sense a principal or master of the person doing them.

I think, therefore, that the statute 23 & 24 Vict. c 151, cannot have the effect of giving to the pursuers a right of action which they would not have had without it; and that the defence of the deceased being a fellow workman with Neish is open to the defenders, notwithstanding the statute.

The interlocutor appealed from ought, in my opinion, to be affirmed.

Lord COLONSAY.—Cases of this class have of late years been frequent, and the law applicable to them hasbeen much discussed in both ends of the island, and has been considerably matured by those discussions. The constantly increasing scale on which mining and manufacturing establishments are conducted, by reason of new combinations and applications of capital and industry, has necessarily called into existence extended organisations for management, more gradations of servants, more separation or distribution of duties, more delegation of authority, and less of personal presence or interference of the master. The same personal superintendence and supervision by owners or masters, common and beneficial in some minor establishments, is in many cases unattainable, and, even if attainable, would not be beneficial. The principles of the law, however, have sufficient elasticity to enable them to be applied, notwithstanding such progressive changes in the manner of conducting business.

I hold it to be quite clear that the liability of a master for injury done by the fault or negligence of his servant falls to be dealt with on different principles where the sufferer is a stranger, and where the sufferer is a fellow servant engaged in the same common employment. The distinction was fully recognised by Lord Cranworth, and effect was given to it by this House in the case of the *Bartonshill Company*. Whether the present case does or does not belong to the latter class, it certainly does not belong to the former class. The deceased was not a stranger. He was, at the time he received the injury, a workman in the employment of the defenders in their coal mine. Neish was also in their employment there. If it is not alleged that there was any personal fault or neglect on the part of the master, on what principle does liability attach to him? Does such liability flow from the nature of the contract of service under which the deceased was working? I think that there are duties incumbent on masters, with reference to the safety of labourers in mines and factories, on the fulfilment of which the labourers are entitled to rely, and for the failure in which the master may be responsible. A total neglect to provide any system of ventilation for the mine may be of that character. Culpable negligence in supervision, if the master takes the supervision on himself, or where he devolves it on others; the heedless selection of unskilful or incompetent persons for the duty, or the failure to provide or supply the means of providing proper machinery or materials, may furnish grounds

of liability (and there may be other duties, varying according to the nature of the employment), wherein, if the master fails, he may be responsible. But, on the other hand, there are risks incident to occupations more or less hazardous, and of which the labourer who engages in any such occupation takes his chance. It is eminently so in regard to mining operations. There are perils of the pit as well as of the other deep, and one of those perils is the risk of the consequences that may, even in the best regulated pits, result from the carelessness or recklessness or other fault of one or more of those persons composing the organised body engaged in working the mine. The master does not impliedly insure the workman against such perils.

Is the fault attributed to Neish one of that character? I think it must be so regarded, unless there was something in the relation of Neish to the defenders or to the deceased which deprives it of that character. It is not alleged that the general system of ventilation of the pit, as it had existed anterior to the erection of the scaffold, was not good, or that Neish was not a fit man to be placed in the position he occupied. In neither of these respects was there any fault or negligence on the part of the defenders, nor is it alleged that in any other respect there was personal fault on their part. But it is said that Neish was not a fellow-workman of the deceased, that he was in some sense, and to some effect, a representative of the defenders, holding delegated powers from them, and that they are therefore liable.

Now, I agree with what has been said as to the terms "fellow workman" and "collaborateur." They are not expressions well suited to indicate the relation on which the liability or non-liability of a master depends, especially with reference to the great systems of organisation that now exist. And these expressions, if taken in a strict or limited sense, are calculated to mislead. The same may be said of such words as "foreman" or "manager." We must look to the functions the party discharges, and his position in the organism of the force employed, and of which he forms a constituent part. Nor is it of any consequence that the position he occupies in such organism implies some special authority, or duty, or charge, for that is of the essence of such organisations; as, for instance in this case, if Bryce is admitted to have been within the principle of a fellow-workman, although he was foreman and underground manager, and had the immediate charge of constructing the scaffold, and was primarily to blame for its defects, if any. Neish was one step higher, and may have been in fault for not detecting Bryce's error, but yet Neish was subordinate to a still higher servant, Jack.* They were all links in the same chain. If the master was responsible for injury done to Wilson through the fault of Neish, on the ground that, strictly speaking, they were not fellow-labourers, he would on the same ground have been liable for injury done to Neish through the fault of Wilson.

On the whole, I am disposed to adopt the words of one of the learned judges in the Court below, who has said that the case had been "imperfectly and inadequately stated by the judge, and so stated as tending to mislead the jury." At the same time, I am not surprised that the learned judge who tried the case should have been embarrassed by the rather unsatisfactory and somewhat conflicting state of the authorities and decisions on a branch of law which has only lately approached maturity.

* Jack was the general manager of the respondents' works in the county. Neish was manager of this pit under Jack, and Bryce, under Neish, attended to the underground operations.

OBITUARY.

LORD CRANWORTH.

Another ex-chancellor has been taken from us in Lord Cranworth, who died last Sunday, after the briefest possible illness, having been in his place in the House of Lords during the previous week.

Robert Monsey Rolfe was the son of a country clergyman holding two livings in Norfolk, from one of which, that of Cranworth, he took his title in later years. He was born on the 18th of December, 1780, and educated, in the first place, at the Grammar School, Bury St. Edmunds, whence he proceeded to Winchester and Cambridge. At Cambridge he was 17th wrangler in 1812, and was afterwards elected to a fellowship on the new foundation of Downing College, then not very long thrown open. The Downing fellowing did not necessitate his taking orders. In 1816 he was called to the bar at Lincoln's-inn, practising in the chancery courts. The first honour he achieved was the recordership of his old school-town, Bury, a borough which he repeatedly, though unsuccessfully, contested in Parliament. He became a King's counsel in 1832, when Lord Brougham held the great seal, and in the same year entered Parliament as member for Penryn. In 1834 he became Solicitor-General, on the promotion of Sir John Campbell to the Attorney-Generalship. He remained one of the law officers of the Crown, with the exception of a short interval occupied by the Duke of Wellington's Administration in 1834—5 till 1839, when he became one of the puisne Barons of the Exchequer, and, though an equity barrister, gave great satisfaction. During his career as a common-law judge he presided over the trial of Rush for murder. In 1850 the Great Seal was entrusted to Sir Robert Monsey Rolfe and Lord Langdale, as commissioners. In 1851 he succeeded Sir Lancelot Shadwell as Vice-Chancellor, and in 1852 became Lord Chancellor, upon the formation of Lord Aberdeen's Administration, and was raised to the peerage. He was succeeded by Lord Campbell in 1859, and in 1865 held the Great Seal again, upon the resignation of Lord Westbury, until he was succeeded by Lord Chelmsford, in 1866. He died in his 79th year, and upon his death the peerage becomes extinct.

In Lord Cranworth the nation has sustained a heavy loss. His was not, indeed, one of those minds which command admiration by their brilliancy, nor had he distinguished himself in the world of politics and statesmanship, like Lord Brougham, whom he survived so short a time. He was one of those unassuming, able men whose soundness, industry, and sense accomplishes a very large share of the world's work. He was a most industrious judge, and constantly attended, even up to his death, the judicial sittings of the House of Lords. Other judges have delivered judgments which have become proverbial as instances of distinguished ability, whether in the form of felicity of diction, arrangement, or clearness and subtlety in the manner of handling an intricate subject, but to Lord Cranworth, preminently among judges, we are indebted for a long series of judgments, invaluable from their unerring accuracy and never-failing soundness.

MR. STEPHEN TEMPLE, Q.C.

It is with extreme regret that we record the decease of Mr. Stephen Temple, Q.C., the but recently appointed Attorney-General for the County Palatine of Lancaster, who died on the Northern Circuit, at Lancaster, on Monday evening last, in his 68th year. On Friday and Saturday Mr. Temple had been engaged in court, being occupied on the latter day in two heavy cases. He dined on Saturday evening at Lord Lowther's, meeting the judges, and after his return home to his lodgings in Lancaster was seized by an attack of combined apoplexy and paralysis. On Monday morning he appeared to rally, but he expired the same evening. He was to have contested Bolton at the next election.

MR. T. W. B. WAKELING.

The death of Mr. Thomas William Beverley Wakeling, solicitor, took place at his residence, Wakeling-terrace, Barnsbury-park, on the 17th July. Mr. Wakeling was born in the year 1823. His father was a solicitor in Great Percy-street, Clerkenwell, and in 1842 was elected vestry-clerk of the parish. After having finished his education, the late Mr. Thomas Wakeling entered his father's office with his elder brother John; and in 1857 both brothers were certificated as attorneys. They then joined their father in business; but upon his death in the following year (1858), his two sons entered into a partnership, which has subsisted till the present time. The late Mr. Thomas Wakeling leaves a family of six children. The business of the firm will be carried on as heretofore by the senior partner.

Mr. Robert Baxter, senior member of the firm of Baxter, Rose, & Norton, Parliamentary Agents, Westminster, has consented to become a candidate for the representation of Hull at the next general election.

The overseers of Bocking, Essex, and of Frinsted, near Sittingbourne, Kent, have decided to place women on the register of electors.—*Pall Mall Gazette.*

LAW STUDENTS' JOURNAL.

INTERMEDIATE EXAMINATION.

The elementary works, in addition to book-keeping (mercantile), selected for the Intermediate examination of persons under articles of clerkship executed after the 1st of January, 1861, for the year 1869, are—

Chitty on Contracts, chapters 1 and 3, with the exception, in chapter 3, of section 1. relating to contracts respecting real property. Any edition published in or after 1850.

Williams on the Principles of the law of Real Property. 7th or 8th editions.

J. W. Smith's Manual of Equity Jurisprudence. 7th, 8th, or 9th editions.

The examiners deal with the subject of mercantile book-keeping generally, and do not in their questions confine themselves to any particular system. Candidates are not examined in the method of book-keeping by double entry.

Candidates are required by the judges' orders to give to the Incorporated Law Society one calender month's notice before the commencement of the Term in which they desire to be examined. Candidates are also required to leave their articles of clerkship and assignments (if any), duly stamped and registered, seven clear days before the commencement of such Term, together with answers to the questions as to due service and conduct up to that time.

Candidates may be examined either in the Term in which one half of their term of service will expire, or in one of the two terms next before, or one of the two terms next after one half of the term of service under their articles.

The examinations are held in the Hall of the Incorporated Law Society, Chancery-lane, in Easter, Trinity, and Michaelmas Terms.

LAW LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

The following gentlemen have been appointed lecturers and readers for the ensuing year:—

Mr. C. H. Anderson, on Common Law and Mercantile Law.

Mr. Thomas Ll. Murray Browne, on Conveyancing and the law of Real Property.

Sir George Young, Bart., on Equity.

COURT PAPERS.

COURT OF CHANCERY.

Vacation Notice.

During the vacation all applications which are of an urgent nature are to be made to the Master of the Rolls.

All applications to the Master of the Rolls himself are to be sent to him by book post, prepaid, accompanied with the brief of counsel, endorsed with the terms of the order applied for, and such other papers as may be thought necessary.

On applications for injunctions or writs of *Ne exeat regno*, there must be sent, in addition to the above, a copy of the bill, a certificate of bill filed, and office copies of the affidavits in support of the application.

The papers sent to the Master of the Rolls will, when any order is made thereon, be returned direct to the registrar, with such order as the Master of the Rolls may see fit to make.

The Master of the Rolls' address can be obtained at the Rolls House.

The chambers of the Master of the Rolls will be open on Tuesdays, Wednesdays, Thursdays, and Fridays, during the vacation, from 11 till 1 o'clock.

The last remaining person confined under the provisions of the Habeas Corpus Suspension Act in Ireland has been released from prison in Dublin by order of the Lord Lieutenant.—*Pall Mall Gazette.*

Mr. Justice Mellor has been obliged, owing to indisposition, to leave the Western Circuit and return to London. On Thursday Mr. Prideaux, Q.C., took his place.

Mr. George Nichols Marcy, a student of Lincoln's-inn, who was recently awarded by the Council of Legal Education an exhibition of the value of thirty guineas, to last for two years, is a son of Mr. George Marcy, solicitor, of Wellington, Salop.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

Last Quotation, July 31, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94¼
Ditto for Account, Aug. 94⅛
3 per Cent. Reduced, 94½
New 3 per Cent., 94⅜
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, per Ct. 14 p m
Ditto, £500, Do 14 p m
Ditto, £100 & £200, 17 p m
Bank of England Stock, 4 per Ct. (last half-year)
Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215
Ditto for Account
Ditto 5 per Cent., July, '80 114⅞
Ditto for Account, —
Ditto 4 per Cent., Oct. '88 104⅞
Ditto, ditto, Certificates, —
Ditto Enfaced Ppr., 4 per Cent. 91½
Ind. Enf. Pr., 5 p C., Jan. '72 105⅛
Ditto, 5½ per Cent., May, '79 110½
Ditto Debentures, per Cent., April, '64 —
Do. Do., 5 per Cent., Aug. '72 105½
Do. Bonds, 5 per Ct., £1000 25 p m
Ditto, ditto, under £100b, 25 p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Prics.
Stock	Bristol and Exeter	100	84
Stock	Caledonian	100	75½
Stock	Glasgow and South-Western	100	97
Stock	Great Eastern Ordinary Stock	100	40⅝
Stock	Do., East Anglian Stock, No. 2	100	7⅜
Stock	Great Northern	100	106⅜
Stock	Do., A Stock*	100	103½
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	51⅝
Stock	Do., West Midland—Oxford	100	31½
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	130½
Stock	London, Brighton, and South Coast	100	54½
Stock	London, Chatham, and Dover	100	20½
Stock	London and North-Western	100	116½
Stock	London and South-Western	100	92½
Stock	Manchester, Sheffield, and Lincoln	100	43½
Stock	Metropolitan	100	115⅝
Stock	Midland	100	106
Stock	Do., Birmingham and Derby	100	76
Stock	North British	100	36⅜
Stock	North London	100	119
10	Do., 1866		11⅜
Stock	North Staffordshire	100	57½
Stock	South Devon	100	45
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	144

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	20 10 0
4000	40 pc & bs	County	100	10 0 0	85 0 0
40000	5 pc & bs	Eagle	50	5 0 0	6 15 0
10000	7l 2s 6d pc	Equity and Law	100	6 0 0	7 15 0
20000	7l 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	48 0 0
20000	...	Home & Col. Ass., Limtd.	50	5 0 0	1 10 0
7500	9½ per cent	Imperial Life	100	10 0 0	16 0 0
50000	6 per cent	Law Fire	100	2 10 0	3 10 0
10000	32½ pr cent	Law Life	100	10 0 0	88 10 0
100000	10 per cent	Law Union	10	0 10 0	0 16 6
20000	5l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 1 3
40000	10 pc & bs	North Brit. & Mercantile	50	6 5 0	17 5 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
589220	20 per cent	Royal Exchange... ...	Stock	All	300 0 0
—	6½ per cent	Sun Fire	...	All	165 0 0

Money Market and City Intelligence.

The business of the money market has been a good deal interrupted this week. The result of the last six days is that the funds show a slight decline, foreign securities also are rather dull, and have moved downwards, while railway stocks, especially Great Northern, are, if anything, a little better. The bank rate of discount has now remained at 2 per cent. for twelve months, an unprecedented duration, while there is no prospect of a rise, and a possibility of a further reduction, temporary at any rate.

"EXPEDITION" IN THE PROBATE-OFFICE.—The following letter from "A Firm of Country Solicitors" has appeared in the *Times*:—Sir,—The only remedy for the grievances stated below seems to be publicity, and we ask the aid of the *Times*. In order to receive and divide a trust fund of £10,000 it was necessary to obtain limited administration to a deceased trustee. Having obtained an order of the Court to dispense with concurrence in the nomination by such of the numerous beneficiaries as were abroad (which was granted in order to save time) our agents lodged the draught oath at the principal registry for settlement on the 3rd of June, 1867. Nearly eight weeks elapsed in satisfying the officer on points on which he required information, and on the 25th of July he made a requisition for the concurrence of other parties, the obtaining of which necessarily threw the matter over until the 11th of October, from which date to the 14th of November no progress could be made, owing to the absence of the clerk at the Registry who had the business in hand. The draught was then settled, subject to the production of documents, the procuring of which, as they were in the possession of various parties, represented by different solicitors, occasioned delay, for which the Probate-office was not directly responsible, until the 7th of January; but it was only on the 28th of February that the draught oath could be obtained, and then uncompleted, and accompanied with further requisitions for the concurrence or renunciation of other parties, the necessity for which however had never been before suggested, and which we are of opinion could not have been insisted on. We were advised, however, that it would take less time and expense to comply with the requisition than to bring the matter before the Court, as we were strongly disposed to do, and this difficulty was removed by the 25th of April; but it was not till the 20th of May that the draught oath was again received by our agents from the Probate-office, to be sent down to us for perusal before it was finally approved by the Registrar. Two days sufficed for that purpose, and on the 22nd it was returned to the Registry; but in spite of many applications, it was the 24th of June before the documents were issued for signature. The necessary bond and affidavits, duly completed, were lodged at the Registry on the 29th of June, and the Registrar having required a further affidavit, which was supplied on the 8th of July, nothing remained but the mere manual operation of engrossing the grant; but even in this no progress could be made, the reason assigned being that "the grant and act were together 308 folios in length, and could only be engrossed by one clerk in the intervals of other business." After daily applications, we eventually succeed in getting the grant on the 17th of July by paying an "expedition fee" of a guinea to a writer in another department for working at it at night, and for his loss of time attending on the clerk in the matter. Our bare narrative of facts and dates has extended to such a length that we dare not trespass on your space with comments (if any were necessary) on the fact of an "expedition fee" being necessary in order to complete a limited administration in a non-contentious matter in the short space of one year, one month, and 13 days; but in justice to the officers we must add that our agents assure us there is no blame to be attached to the particular clerk who had the matter in hand, and that the fault is in the system, which provides no means for attending to any business out of the course of the most ordinary routine, and the principal clerk of the seat can only devote a very small share of his attention to cases involving, like the present, the perusal of lengthy documents.—A FIRM OF COUNTRY SOLICITORS.

FEE FUNDS OF LAW COURTS.—The fees received in the three Superior Courts of Common Law, and which amounted to £122,446 in the financial year ending with March, 1867, were only £114,316 in the year ending with March, 1868; but the salaries, pensions, and other payments formerly charged on the fee fund account increased from £95,802 to £98,070 and the surplus was reduced from £26,644 to £16,246. In the Court of Probate and Divorce the fees received in the year 1867-68—£127,330—fell short of the payments by £73,996, or £9,990 more deficit than in 1866-67. In the Court of Admiralty the fees of 1867-68—£10,758—left a deficit of £3,877. In the Land Registry Office the fees—£1,386—fell short of the payments by £4,340, a deficit considerably larger than in 1866-67. None of these statements of expenditure include judges' salaries, these not having been charged upon the Fee Fund account.—*Times*.

PROFESSIONAL COSTUME IN COUNTY COURTS.—At the Mold County Court, held during last week, Mr. Vaughan Williams, the judge, indignantly protested against the dress in which the solicitors practising before him appeared. His Honour suddenly interrupted a case by remarking—"It is a rule of these courts that advocates shall appear in costume which is proper for them. It is a most unbecoming thing for gentlemen belonging to the profession of the law to appear one in a velveteen coat and another in a shooting jacket. I hope to see no further breach of the rule." At a later stage of the proceedings, when the gentleman in the velveteen jacket applied for his fee under circumstances which left the bestowal at the judge's option, his Honour refused to sanction the payment, the applicant not wearing a gown.—*Times*.

PROSECUTION UNDER THE FACTORY ACTS.—This week, at the Birmingham Police-court, Mr. J. C. Onions, bellows-maker, Bradford-street, was summoned under the Factory Act for employing two lads between the ages of thirteen and eighteen, and young persons within the meaning of the Act, after the hour of half-past four on Saturday. There were four cases, in one of which it transpired that the date was the 27th, instead of the 20th, of June, and it consequently fell through. In the second case the lad only knew the date from what he had heard, and the foreman was then called, who stated that during the last two months the boys had always been out of the works by half-past four on Saturdays. There was no conviction.

An unsuccessful application has been made in the Dublin Court of Bankruptcy on behalf of Mr. G. F. Train. Judge Miller refused to hear the case again, the affidavit of Mr. Train's attorney in New York, on which the motion was grounded, not being in proper form.

Mr. Charles Grey Wotherspoon, of the Home Circuit, has been appointed Revising Barrister for Mid Kent, and also for Chatham and Rochester.

ESTATE EXCHANGE REPORT.

AT THE MART.

July 23.—By Mr. NEWSON.

Leasehold, 4 houses, Nos. 46, 48, 61, and 63, Russell-road, Holloway, producing £93 per annum; term, 95 years from 1850, at £24 per annum—Sold for £875.

Leasehold residence, No. 21, Barnsbury-park, Islington, annual value, £55; term, 40½ years unexpired, at £10 per annum—Sold for £500.

Freehold, 3 residences, Nos. 7, 9, and 11, Carlton-road, Kentish-town, producing £85 per annum—Sold for £1,100.

July 24.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold estate, known as Apsley-town, and Claies' farms, Lingfield, Surrey, comprising residence, buildings, cottages, and 174a 0r 17p of land—Sold for £5,000.

Freehold, Farthing Dale farm, situate as above, comprising 2 cottages, buildings, and 19a 1r 0p of land—Sold for £1,500.

The first cut of grass of 2 meadows, containing 10a 2r 16p, situate as above—Sold for £500.

The first cut of grass of a plot of meadow land, containing 1a 2r 10p situate as above—Sold for £80.

Freehold cottage, known as Beech Cottage, with buildings, and 6a 1r 17p of land, situate as above—Sold for £580.

Freehold estate, known as Cross Farm, Nuainton, Bucks, comprising farm-house, buildings, cottages, and 157a 1r 4p of land—Sold for £6,000.

Freehold estate, known as Banner-hill Farm, on the road from Winslow to Blackgrove and Aylesbury, Bucks, comprising farm-house, buildings, and 165a 1r 4p of land—Sold for £5,200.

Freehold, 2a 1r 35p of meadow land, situate opposite above—Sold for £250.

Freehold, 0a 2r 0p of meadow land, in parish of Nuainton, Bucks—Sold for £35.

Freehold, 4a 1r 13p of meadow land, in parish of Nuainton, Bucks—Sold for £320.

Freehold, 1a 2r 3p of meadow land, in parish of Nuainton, Bucks—Sold for £175.

By Messrs. FAREBROTHER, LYE, & WHEELER.

Freehold residence, with stabling, outbuildings, gardens, and pleasure grounds, paddock, &c., together about 3 acres, situate at Charlton, Middlesex—Sold for £2,500.

AT THE GUILDHALL COFFEE HOUSE.

By Mr. MARSH.

Freehold, 4 houses and shops, Nos. 2, 3, 4, and 6, Alexandra-terrace, St. James'-road, Croydon—Sold for £2,360.

AT GARRAWAY'S.

By Mr. ROBERT REID.

Freehold residence, No. 13, Lansdowne-place, Brunswick-terrace, Brighton, annual value £210—Sold for £3,280.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HADLEY—On July 7, the wife of Edward A. Hadley, Esq., of No. 13, Pembroke road, Kensington, and Lincoln's-inn, of a daughter.

SNAGGE—On July 25, at 5, Kensington-gardens-square, the wife of Thomas William Snagge, Esq., Barrister-at-Law, of the Middle Temple, of a son.

MARRIAGES.

ESTLIN—WOOD—On July 22, at The Mumbles, South Wales, Alfred Laird Estlin, Esq., Solicitor, of Somerton, Somerset, to Clara Lucy, daughter of the late William Wood, Esq., formerly of Vale House, Somerton.

HANDSCOMB—HANDSCOMB—On July 24, at the Parish Church of Biggleswade, Edward Handscomb, Esq., Solicitor, of Ampthill, to Martha, daughter of the late Mr. Samuel Handscomb, of Woburn.

LAYTON—DE HORNE—On July 25, at St. Clement's, Barnsbury, George Layton, Esq., Solicitor, of Liverpool, son of John Layton, of Ely-place and Islington, to Maria Louisa, daughter of John W. De Horne, of Barnsbury.

THOMAS—BRIERLEY—On July 23, at Christ Church, Forest-hill, Walter Thomas, Esq., Solicitor, of Halifax, to Mary Isabella, daughter of John Henry Brierley, Esq., of Forest-hill, Kent.

DEATHS.

CRANWORTH—On July 26, at his house, No. 40, Upper Brook-street, the Right Hon. Lord Cranworth, in his 78th year.

DAY—On July 20, at Loddon Bridge Farm, near Reading, John Day, Esq., jun., Solicitor, of Great Percy-street, aged 45.

PAIN—On July 25, at 8, Maison Dieu-road, Dover, Mary, daughter of Thomas Pain, Esq., Barrister-at-Law, of 1, Argyll-road, Kensington, and of Lincoln's-inn, aged three years.

PATERSON—On July 22, at the residence of his brother, 19, Circus, Greenwich, William James Paterson, Esq., Solicitor, of 31, Loraine-road, Holloway, and 7, Bouverie-street, Fleet-street, in the 34th year of his age.

TAHOURDIN—On July 25, at Wilton-terrace, Kensington, Helen Sybilla, daughter of Charles John Tahourdin, Esq., aged six months.

TAYLER—On July 21, at Mount House, Guildford, Frank, aged five years, and, on July 23, Ellen, aged fifteen, children of George Tayler, Esq., Barrister-at-Law, of 12, Serjeants'-inn.

TEMPLE—On July 27, at Lancaster, Stephen Temple, Esq., Q.C., Attorney-General for the Counties Palatine of Lancaster and Durham, of the Inner Temple, aged 62.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 24, 1868.

LIMITED IN CHANCERY.

General Bank for the Promotion of Agriculture and Public Works (Limited and Reduced).—Petition for reducing the capital from £12,000,000 to £1,000,000, presented June 18, is now pending. The list of creditors of the company is to be made out as for Sept 7.

London and Northern Insurance Corporation (Limited).—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 85, Cheapside. Wednesday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Palmer's Shipmending and Iron Company (Limited and Reduced).—Petition for reducing the capital from £2,000,000 to £1,400,000, presented Feb 25, and whereupon an order was made on March 13, directing a list of the creditors to be settled as of March 7, and that the further hearing of the petition should stand over until after the said list should have been settled, directed to be heard before the Master of the Rolls on July 25. Clements, Threadneedle-st, solicitor for the petitioner.

Prestatyn Colliery Company (Limited and Reduced).—Petition for reducing the capital from £100,000 to 35,000, presented July 14. The list of creditors of the company is to be made out as for Aug 25. Hamber & Harrison, King's-arms-yard, solicitor to the company.

UNLIMITED IN CHANCERY.

London Freight and Outfit Insurance Association.—Vice-Chancellor Giffard has, by an order dated June 16, appointed William Turquand, Tokenhouse-yard, to be official liquidator.

COUNTY PALATINE OF LANCASTER.

Mersey Steel and Iron Company (Limited and Reduced).—Petition for reducing the capital from £800,000 to £500,000, Any person who claims to be a creditor must, on or before July 29, send in his name and address, and the particulars of his claim, to Simpson & North, Lpool, solicitors for the company.

Friendly Societies Dissolved.

FRIDAY, July 24, 1868.

Friendly Society, Nag's Head Inn, Castleton, Derby. July 23.

Independent Friendly Society, Greenman Tavern, June-st, Commercial-rd East. July 22.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 24, 1868.

Cockman, Robt Walter, Upper Baker-st, Regent's-park, Bristle Sorter. Oct 31. Peninsular West Indian and Southern Bank (Limited) v Cockman, V.C. Giffard.

Evance, John, Skinner-st, Islington, Stationer. Nov 2. Stevenson v Hooper, M.R.

Jackson, Isaac, The-ter, Turnham-green, Esq. Oct 10. Jackson v Collier, V.C. Stuart.

Kaye, Hy, Lpool, Innkeeper. Oct 1. Kaye v. Atkinson, V.C. Stuart.

Merchant, Thos, Ockbrook, Derby, Gent. Oct 20. Scholefield v Bennet, V.C. Malins.

Thick, John, Covent-garden. Sept 30. Thick v Thick, V.C. Stuart.

TUESDAY, July 28, 1868.

Burton, John, Rose House, Stoke Newington-common, Gent. Oct 12. Escott v Garland, V.C. Malins.

Datt, Wm, Nottingham, Draper. Sept 23. Parbury v Sparrow, V.C. Malins.

Gough, Eliz, Birkenhead, Chester, Widow. Oct 24. Gough v Gough, V.C. Malins.

Kitton, Wm Manning, Norwich, Gent. Oct 10. Kitton v Pritt, V.C. Stuart.

Lovejoy, Edwd Langley, Lonsdale-sq, Islington, Gent. Sept 1. Selly v Lovejoy, M. R.

Tuddenham, Horatio, Aldershot, Hants, Licensed Victualler. Aug 17. Tuddenham v Doe, V.C. Giffard.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 24, 1868.

Anderson, Arthur, Grove, Norwood, Esq. Sept 24. McLeod & Co London-st.

Archibald John, Right Hon, Earl of Rosebury. Sept 1. Bennett & Co, New-sq, Lincoln's-inn.

Bartley, Saml, Llandefeilog, Carmarthen, Surveyor. Aug 24. Barker, Carmrrthen.

Bradshaw, Rev Saml, Basford Hall, Stafford, Clerk. Sept 1. Slater & Co, Manch.

Browne, Edwd, Mark-lane, Corn Factor. Sept 24. McLeod & Co, London-st.

Carington, Right Hon Robt John Lord, Whitehall. Nov 1. Freshfields, Bank-bldgs.

Clark, Joseph, Breston Lodge Farm, Leeds, out of business. Sept 5, Turner, Leeds.

Collier, John, Vauxhall, Commercial Traveller. Aug 12. Liddle, Newport.

Darell, Major Hy John, Colehill, Kent. Oct 1. Eyston, Bolton-st, Piccadilly.

Fowler, Thos, Victoria-st, Kentish-town, Corn Dealer. Sept 1. Wright, Bedford-row.

France, Chas, Marygate, York, Schoolmaster. Sept 1. Phillips, York.

Gow, David, Tavistock Hotel, Covent-garden, Ship Builder. Sept 24. McLeod & Co, London-st.

Halford, Sir Hy, Wistow, Leicester, Baronet. Dec 1. Freshfields, Bank-bldgs.

Harrison, Geo Sandford, Sandford House, York, Gent. Aug 24. Croft, Richmond.

Hollis, Wm, Badgeworth, nr Cheltenham, Gent. Aug 24. Duke, Birm.

Jones, Peter, Birkenhead, Chester, Licensed Victualler. Sept 1. Moore, Birkenhead.

Otter, Wm, Stokeham, Nottingham, Farmer. Sept 29. Marshall & Son, East Retford.

Reynolds, Geo, Gorleston, Suffolk, Baker. Sept 1. Tillett & Co, Norwich.

Smith, Silas, Olliffe, Gloucester, Timber Merchant. Sept 29. Tanner, Cheltenham.

Stopford, Mary, Standish-with-Langtree, Lancaster, Widow. Aug 24. Rutter & Price, Manch.

Turner, Thos Price, Exeter, Gent. Oct 1. Higgins, Exeter.

Ushborne, Major, Russell-sq, Esq. Sept 24. McLeod & Co, London-st, Fenchurch-st.

Wintle, Joseph, Turley, Wilts, Malster. Aug 13. Spackman, Bradford.

TUESDAY, July 28, 1868.

Armstrong, John Hy, jun, Bristol. Sept 8. Hooper & Co, Southampton-bldgs.

Armstrong, John Hy, Bristol, Esq. Sept 8, Hooper & Co, Southampton-bldgs.

Baylis, John, Gloucester, Grocer. Sept 9. Bretherton, Gloucester.

Blundell, Hy, Kingston-upon-Hull, Oil Manufacturer. Sept 1. Moss & Lowe, Hull.

Brown, Bartholomew John, Pembridge cresent, Bayswater. Sept 30. Philbrick & Son, Colchester.

Brown, Wm, Sackville-st, Piccadilly, Tailor. Oct 1. Mallam, Staple-inn.

Brown, Eliz Ann, Sackville-st, Piccadilly, Widow. Oct 1. Mallam, Staple-inn.

Chinn, Fras Farrant, Lpool, Cotton Broker. Sept 1. Holden & Cleaver, Lpool.

Drabble, Eliz, Sheffield, Widow. Sept 1. Ryalls & Son, Sheffield.

Glencross, Jas, Stoke, Devon, Esq. Sept 1. Bone & Son, Devonport.

Godfrey, Thos, Leamington Priors, Warwick, Brickmaker. Sept 15. Field, Leamington Priors.

Gough, Edwd, Brereton Colliery, Stafford, Miner. Sept 30. Crabb, Rugeley.

Holroyd, Fredk, Knowles, nr Huddersfield, Land Agent. Oct 1. Barker & Sons, Huddersfield.

Jolly, John, Colchester, Essex, Baker. Sept 20. Neck & Dennis, Colchester.

Matthews, Wm Robins, Newport, Monmouth, Merchant. Sept 29. Hooper, Biggleswade.

Morriss, Mary, Reigate, Surrey, Spinster. Sept 15. Johnston & Jackson, Chancery-lane.

Osmond, Jas Gifford, Steward. Aug 27. Weir & Robins, Guildhall-chambers.

Percival, John, Manch, Woolen Merchant. Aug 31. Percival, Manch.

Salt, Hy, Walton Vale, Walton-on-the-Hill, Shipowner. Sept 1. Holden & Cleaver, Lpool.

Stookes, Alex, Lpool, Physician. Aug 17. Stone & Bartley, Lpool.

Tully, Wm, Brighton, Sussex, Gent. Sept 14. Stuckley, Brighton.

Ward, Maria, Tothill, Suffolk, Spinster. Sept 15. Marriott & Son, Stowmarket.

Wintle, Joseph, Turley, Wilts, Malster. Aug 13. Spackman, Bradford.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 24, 1868.

Allen, John, Friary, Somerset, Haulier. June 25. Asst. Reg July 23.

Arkell, Joseph, Cancel-rd, Brixton, Gent. July 1. Comp. Reg July 23.

Armstrong, Geo White, Manch, Oil Merchant. June 30. Comp. Reg July 23.

Aspinall, Robert Peel, Southport, Lancaster, Photographer. June 30. Comp. Reg July 24.

Atwood, David, Birrkenhead, Chester, Merchant. July 20. Comp. Reg July 21.
Banyard, Augusta Eliz, High-st, Wandsworth, Milliner. July 7. Asst. Reg July 23.
Barker, Edwd Thompson, Pershore, Worcester, Veterinary Surgeon. June 30. Comp. Reg July 22.
Barratt, Fredk, Bristol, Grocer. July 8. Comp. Reg July 24.
Bell, Wm Hy, Bath, Somerset, Chemist. July 7. Comp. Reg July 23.
Bisset, Anne, & Charlotte Holbrook, Clifton, Bristol, Lodging-house Keepers. July 1. Asst. Reg July 23.
Boddington, Arthur John, Cheapside, Accountant. July 14. Comp. Reg July 23.
Bowman, Joseph Clementson, Paddington, Coal Merchant. July 11. Comp. Reg July 24.
Briggs, Joseph, Holmfirth, York, Chemist. July 11. Comp. Reg July 23.
Brinkworth, Sarah, Walcot, Bath, Innkeeper. June 25. Asst. Reg July 22.
Britton, John, Old Kent-rd, Leather Case Maker. July 20. Comp. Reg July 20.
Burgess, Jas Mount, Greenwich, Kent, Traveller. June 26. Asst. Reg July 23.
Burton, Hannah, Leeds, York, Shopkeeper. June 30. Comp. Reg July 22.
Carrol, Thos, Cheltenham, Gloucester, Tailor. June 29. Asst. Reg July 22.
Christian, Danl Smart, Gloucester, Draper. June 22. Asst. Reg July 20.
Coffin, John, Portsea, Hants, Timber Merchant. July 6. Asst. Reg July 22.
Cooke, Edwin, Victoria Docks, Essex, Builder. July 22. Asst. Reg July 23.
Corsan, Wm Carson, Sheffield, York, Merchant. June 26. Inspectorship. Reg July 22.
Cove, Geo, Modbury, Devon, Baker. July 1. Asst. Reg July 22.
Crook, Wm, Lyndhurst, Hants, Builder. July 6. Comp. Reg July 21.
Crosthwaite, John, Douglas, Lpool, Merchant. June 29. Reg July 24.
Crouch, Betsey, Newport, Monmouth, Leather Seller. June 25. Asst. Reg July 21.
Cutler, Hy, & Thos Barker, Hibernia-chambers, London-bridge, Southwark, Hop Factors. June 27. Inspectorship. Reg July 24.
Dart, Wm, Southampton-st, Strand, Chemist. July 17. Comp. Reg July 23.
Dean, John Richd, Bedford-st, Covent-garden, Bootmaker. July 16. Comp. Reg July 23.
Dover, Fredk, Earl's-ct-ter, Kensington, Surgeon. July 17. Comp. Reg July 18.
Douglas, Geo Boyce, Bolton, Lancaster, Veterinary Surgeon. June 3. Comp. Reg July 24.
Easterbrook, John, Newington Butts, Zinc Worker. July 10. Comp. Reg July 21.
Ewart, Archibald, Bristol-gardens, Maida-vale, Draper. June 25. Asst. Reg July 23.
Fuller, Wm, Walmer, Kent, Grocer. July 2. Comp. Reg July 23.
Furneaux, Mary Eliz, Falmouth, Cornwall, Widow. July 18. Comp. Reg July 21.
Gallimore, Geo Wm, Montpelier-st, Brompton, Builder. July 22. Comp. Reg July 24.
George, John, Chesterfield, Derby, Schoolmaster. July 9. Comp. Reg July 22.
Grainger, Thos, White, Kings-rd, Bedford-row, Watch Manufacturer, July 16. Comp. Reg July 22.
Greaves, John, & Abraham Greaves, Farsley, York, Cloth Manufacturers. July 8. Comp. Reg July 23.
Green, John, Oxford, Undertaker. July 18. Comp. Reg July 21.
Harries, Hugh Fredk, Lpool, Licensed Victualler. July 22. Comp. Reg July 24.
Heaias, Chas, Kingston-upon-Hull, Engine Driver. July 15. Asst. Reg July 23.
Hill, Herbert, Kingston, Hants, Licensed Victualler. July 22. Comp. Reg July 23.
Holliday, Wm, Pickering, York, Grocer. July 13. Asst. Reg July 23.
Holloway, Chas, Frome Selwood, Somerset, Hat Manufacturer. June 17. Comp. Reg July 23.
Hopgood, Edwin, Isle of Wight, Coal Merchant. July 14. Comp. Reg July 23.
Hughes, Wm, Wigan, Lancaster, Wine Dealer. July 20. Comp. Reg July 22.
Hulme, Wm, Lpool, Cow Keeper. June 26. Comp. Reg July 22.
Hurrell, Hy, Kingston-upon-Hull, Earthenware Dealer, July 13. Comp. Reg July 23.
Icke, Thos Wm, Westbromich, Stafford, Grocer. July 22. Comp. Reg July 23.
Jackson, Jonathan, Worcester, Butcher. July 21. Comp. Reg July 22.
Jenkin, Richd, Clarks-pl, Bishopsgate, Carpenter. July 20. Comp. Reg July 24.
Jones, Edwd, Carmarthen, Butter Merchant. July 8. Comp. Reg July 24.
Kelly, Alfred Cornelius, Durham-pl, Kensington, Gent. July 23. Comp. Reg July 24.
Kemp, Thos Reginald, Coleman-st, Gent. July 21. Asst. Reg July 22.
Lardner, Wm, Sunderland, Durham, Boot Maker. July 16. Comp. Reg July 21.
Larter, Jonathan, Oswaldtwistle, Lancaster, Grocer. July 2. Asst. Reg July 23.
Layborn, Thos Richd, Gt Windmill-st, Haymarket, Licensed Victualler. June 30. Asst. Reg July 24.
Lee, Jas, Greenheys, Manch, Book-keeper. July 13. Comp. Reg July 21.
Levy, Harris, Bell-lane, Spitalfields, Tailor. July 16. Comp. Reg July 21.
Liddiatt, Wm, Bisley, Gloucester, Builder. July 3. Comp. Reg July 21.
Livingstone, Matthew Wm, Birm, Wholesale Tea Dealer. June 25. Asst. Reg July 20.
Lucas, Edwin Newton, Croydon, Surrey, Tailor. July 21. Comp. Reg July 22.
Mallalieu, John, & Francis Mayall Mallalieu, Oldham, Lancaster, Cotton Waste Dealers. July 16. Comp. Reg July 22.
Matthews, Frank Paul, Burlington-rd, Bayswater, Gent. June 30. Comp. Reg July 23.
May, David, Lock's-fields, Surrey, Furniture Maker. July 14. Comp. Reg July 23.
Mitchell, Fredk, Epson, Licensed Victualler. July 17. Comp. Reg July 21.
Murray, Wm Hy, Cambridge-ter, Hyde-pk, Gent. June 29. Comp. Reg July 21.
Naylor, Hy, Manch, Draper. July 18. Comp. Reg July 23.
Oliver, Thos Newman, Castle-st, Falcon-sq, Warehouseman. June 25. Asst. Reg July 22.
Parker, Walter, Walworth, Surrey, Clothier. July 16. Comp. Reg July 21.
Payne, Robt, Lewis, Frome, Somerset, China Dealer. June 23. Asst. Reg July 21.
Piper, John, Oxford, Tailor. July 9. Comp. Reg July 23.
Powell, Chas Alex, & John Moss, Old Broad-st, Share Dealers. July 16. Comp. Reg July 22.
Powell, David, Bromllys, Brecon, Farmer. July 6. Asst. Reg July 23.
Rattazzi, Marc, Old Compton-st, Soho-sq, Provision Merchant. July 13. Comp. Reg July 18.
Ray, Alfred Jas, Yarmouth, Isle of Wight, Timber Merchant. June 26. Asst. Reg July 23.
Rigby, John, Salford, Lancaster, Watchmaker. June 30. Asst. Reg July 22.
Samuel, Lambert, Bartholomew-close, Artificial Florist. July 13. Comp. Reg July 21.
Sharp, Lumley Houldsworth, Bunker's-hill, Lincoln, Grocer. July 15. Asst. Reg July 24.
Smallcombe, Wm, Bristol, out of business. July 3. Comp. Reg July 21.
Smith, Thos, Ipswich, Suffolk, Agricultural Implement Maker. June 24. Asst. Reg July 14.
South, Thos, & Wm Chambers, Wallington, Surrey, Builders. July 15. Comp. Reg July 23.
Taylor, Geo Thomson, & Geo Meek, Manch, Merchants. June 26. Asst. Reg July 23.
Todd, John, Lpool, Grocer. July 16. Comp. Reg July 22.
Topham, Richd, Bedale, York, Draper. July 6. Asst. Reg July 22.
Tucker, Alfred, Salmon's-lane, Limehouse, Timber Merchant. July 9. Comp. Reg July 22.
Vining, Joseph Collins, Bristol, Corn Merchant. June 29. Asst. Reg July 23.
Wadbrook, Wm, Kingston-upon-Thames, Surrey, Maltster. July 22. Asst. Reg July 23.
Waite, Chas, Leyton, Essex, Schoolmaster. July 22. Asst. Reg July 23.
Ward, Isaac Jas, Dean-st, Soho, Composition Frame Maker. July 20. Comp. Reg July 23.
Watson, Saml, Tunstall, Stafford, Tailor. June 24. Asst. Reg July 22.
Whitehead, Richd, Wombwell, York, Timekeeper. July 15. Asst. Reg July 23.
Whittingham, Maurice, Wolverhampton, Stafford, Lock Manufacturer. July 7. Asst. Reg July 22.
Woodfield, Wm, Redditch, Worcester, Needle Manufacturer. June 30. Comp. Reg July 23.
Wootten, Richd, Tunstall, Stafford, Tailor. July 1. Asst. Reg July 24.
Wright, Robt Wm, Grafton-crescent, Kentish-town, Jeweller. July 18. Comp. Reg July 20.
Wylde, John, Manch, Chemist. June 24. Comp. Reg July 22.
Yates, Thos, Leicester, Boot Manufacturer. June 26. Asst. Reg July 23.

TUESDAY, July 28, 1868.

Arnold, Eliz, Lyndhurst, Southampton, Baker. July 2. Asst. Reg July 27.
Austin, Wm Austin Fisher, Manch, Steam ShipOwner. July 25. Comp. Reg July 27.
Bayly, John, Marden, Kent, Grocer. July 9. Asst. Reg July 25.
Bensley, John, Clewer, Berks, Licensed Victualler. June 27. Asst. Reg July 24.
Beeston, Saml, Cheswardine, Salop, Farmer. July 8. Comp. Reg July 27.
Betts, Joseph Edwd, Stony Stratford, Buckingham, Shoe Manufacturer. July 1. Comp. Reg July 27.
Black, Wm, Teddington, Licensed Victualler. June 29. Comp. Reg July 27.
Blanch, Wm Romaine, Hackney-rd, Grocer. June 29. Asst. Reg July 25.
Chatterley, Edwin, Moseley, Worcester, Builder. June 29. Asst. Reg July 25.
Cole, John, Lincoln, Publican. July 4. Asst. Reg July 25.
Cooper, Wm, Sheffield, York, Hosier. July 21. Asst. Reg July 27.
Crofts, Robt, Old Bond-st, Picture Dealer. July 24. Comp. Reg July 25.
Dando, John Robins, Bristol, Furniture Broker. July 20. Comp. Reg July 28.
Deverson, John, Sittingbourne, Kent, Beer Retailer. June 29. Asst. Reg July 25.
Dickins, John Wm Rogers, Lpool, News Agent. July 20. Comp. Reg July 25.
Fitzpatrick, Thos and Wm Halpin, Lpool, Provision Dealers. July 16. Asst. Reg July 28.
Fowler, Frank Denison, Scarborough, York, Schoolmaster. July 15. Comp. Reg July 25.
Gillan, Wm Campbell, Hereford-rd, Bayswater, Barrister-at-Law. July 22. Comp. Reg July 25.
Glenn, Wm Capes, Chatham, Kent, Baker. June 29. Comp. Reg July 27.
Goodwin, Joseph Hy, Sheffield, Corn Dealer. July 6. Asst. Reg July 27.

Graves, Wm, & Richd Sawyer, High-st, Croydon, Carriage Builders. July 3. Comp. Reg July 25.
Gwynne, Hy Llewellyn, Pontlottyn, Glamorgan, Grocer. July 22. Comp. Reg July 25.
Hall, Chas, Attercliffe, nr Sheffield, Beerhouse Keeper. July 14. Asst. Reg July 27.
Hartley, Thos, Brighouse, York, Fishmonger. July 6. Asst. Reg July 28.
Heymanson, Birm, Shoe Manufacturer. June 30. Comp. Reg July 28.
Hicks, Jas Hy, Phœnix-yard, Oxford-st, Manager to a Livery Stable Keeper. July 22. Comp. Reg July 25.
Holt, Thos, Blackburn, Lancaster, Cotton Manufacturer. July 6. Asst. Reg July 27.
Hughes, Chas, Seaforth, nr Lpool, Plumber. June 23. Asst. Reg July 27.
Jones, Wm jun, Abercarn, Monmouth, Grocer. July 10. Comp. Reg July 25.
Jordan, John, Old Ford-rd, Bow, Baker. June 30. Comp. Reg July 27.
King, John, Lpool, Outfitter. July 21. Asst. Reg July 27.
Merchant, Hy, Bath, Leather Merchant. June 30. Asst. Reg July 25.
Moorhouse, Elijah Hartley, Leeds, Coach Builder. July 2. Asst. Reg July 20.
Morgan Francis Jas, Park-st, Piccadilly, Farmer. July 24. Comp. Reg July 27.
Oppen, Edwd Augustus, Pagoda-villas, Blackheath, Teacher of Languages. June 29. Comp. Reg July 25.
Packwood, Geo, Cheltenham, Gloucester, Gent. July 21. Comp. Reg July 27.
Pieroni, Stefario Valerio, Bath, Modeller. July 1. Comp. Reg July 27.
Plant, Thos, Neath, Glamorgan, Fishmonger. July 1. Asst. Reg July 28.
Pontefract, Jere, Henley, York, Grocer. July 1. Asst. Reg July 27.
Rhodes, Stephen, Darlington, Durham, Woollen Draper. July 2. Comp. Reg July 25.
Roper, Wm Trevor, & Robert Thos Price, Lpool Merchants. July 16. Asst. Reg July 27.
Sankey, Wm, Kennington-rd, Surgeon. July 23. Comp. Reg July 27.
Simons, Thos Walter, Lorn-rd, Brixton, Gent. July 23. Comp. Reg July 28.
Slaughter, John, Sutton-at-Hone, Kent, Miller. July 13. Comp. Reg July 29.
Smith, Hannah Maria, Rudgway, Gloucester, Widow. July 18. Comp. Reg July 27.
Smyth, Chas, Weymouth, Dorset, Bootmaker. July 22. Asst. Reg July 27.
Stone, Hy, Chepstow-pl, Westbourne-grove, Bayswater, Omnibus Proprietor. July 21. Comp. Reg July 27.
Stutzer, Edwd, New Broad-st, Cigar Merchant. July 23. Comp. Reg July 27.
Tucker, Wm, King William-st, Gent. July 20. Comp. Reg July 27.
Vergi, Nicholas, Christchurch, Northampton, Cabinetmaker. July 10. Asst. Reg July 25.
Ward, Edwd, Sedgley, Stafford, Comm Agent. July 11. Comp. Reg July 25.
Welsh, Thos, Oldbury, Worcester, Licensed Victualler. July 22. Comp. Reg July 27.
Wickham, Albert, Rye, Sussex, Draper. June 29. Asst. Reg July 25.
Wigglesworth, Wm, Wakefield, York, Brewer. July 7. Asst. Reg July 28.

Bankrupts.

FRIDAY, July 24, 1868.

To Surrender in London.

Abbot, Geo, Kennington-park-rd, Baker. Pet July 22. Roche. Aug 6 at 1. Harrison, Basinghall-st.
Alford, Fitzherbert, Prisoner for Debt, London. Pet July 20 (for pau). Roche. Aug 6 at 12. Popham, Basinghall-st.
Allen, Edwd John, Prisoner for Debt, Maidstone. Adj July 17. Aug 7 at 12. Lewis & Co, Old Jewry.
Baines, Wm Collins, East Grinstead, Sussex, Innkeeper. Pet July 22. Roche. Aug 5 at 2. Chilton & Co, Chancery-lane.
Barnes, Walter, Rutland-st, Hampstead-rd, Pianoforte Maker. Pet July 21. Roche. Aug 5 at 12. Deane & Chubb, South-sq, Gray's-inn.
Boxall, Jas, jun, Dorset-sq, Carpenter. Pet July 20. Roche. Aug 5 at 11. Price, Serjeant's-inn, Fleet-st.
Burford, Alex Weller, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
Burrows, Joseph Willington, Prisoner for Debt, London. Pet July 21 (for pau). Roche. Aug 6 at 12. Dimsdale, Poultry.
Coates, Walter, Rickmansworth, Wesleyan Minister. Pet July 21. Roche. Aug 5 at 1. Champion & Co, Whitechapel-rd.
Cruso, Thos, Woodfield-pl, Harrow-rd, out of business. Pet July 22. Roche. Aug 6 at 12. Peverley, Gresham-bldgs, Basinghall-st.
Davies, Robt Hy, Cambridge-rd, Kilburn, Milkman. Pet July 20. Roche. Aug 5 at 11. Lewis, Hackney-rd.
Dickinson, Matilda Pope, Kensington-park-rd, Notting-hill, out of business. Pet July 20. Roche. Aug 5 at 11. Woodbridge & Sons, Clifford's-inn.
Dyer, Geo, Princes-rd, Notting-hill, Retail Grocer. Pet July 20. Roche. Aug 5 at 12. Oliver, King-st, Cheapside.
Farr, Hy Geo, High Walmer, nr Deal, Refreshment House Keeper. Pet July 20. Roche. Aug 5 at 11. Lewis & Co, Old Jewry.
Fox, Thos, Princes-rd, Notting-hill, Fruiterer. Pet July 7. Aug 7 at 2. Steadman, London-wall.
Fryer, John, High-st, Camden-town, Baker. Pet July 22. Roche. Aug 6 at 1. Collett, Dorset-st, Salisbury-sq.
Harwin, Richd, Wisbech, Cambridge, Brewer. Pet July 22. Roche. Aug 6 at 1. Lollard, Upwell.
Hatten, Wm, St John's-grove, Croydon, Builder. Pet July 22. Pepys. Aug 7 at 1. Treherne & Co, Aldermanbury.
Haywood, John, Three Colt-st, Limehouse. Tea Dealer. Pet July 22. Roche. Aug 6 at 1. Oliver, King-st, Cheapside.
Head, Edwd, Strand, Printer. Pet July 21. Roche. Aug 5 at 1. Blake & Snow, College-hill, Cannon-st.
Herbert, Thos, Clark's-place, Hornsey-rd, Dairyman. Pet July 20. Roche. Aug 5 at 11. Briant, Winchester House, Old Broad-st.
Hompson, Arthur Wilson Reginald, Prisoner for Debt, London. Pet July 20 (for pau). Roche. Aug 6 at 12. Drake, Basinghall-st.
How, Jeremiah, Prisoner for Debt, London. Adj July 14. Aug 7 at 11.
Hunter, Hy John, Newington Butts, Esq. Pet July 22. Roche. Aug 5 at 2. Peckham, Gt Knight Rider-st.
Jones, Jas Geo, Upper Grove-st, Poplar, Wheelwright. Pet July 21. Roche. Aug 5 at 1. Codfrey, Basinghall-st.
Jones, Thos Elgar, Leicester-sq, Restaurant Keeper. Pet July 22. Roche. Aug 5 at 2. Linklaters & Co, Walbrook.
Jones, Hy Sydney, Oxford-ter, Clapham-rd, out of business. Pet July 22. Roche. Aug 6 at 1. Pittman, Guildhall-chambers.
Macdonald, Robt Geo, Prisoner for Debt, Winchester. Pet July 20. Roche. Aug 6 at 12. Viner, Cook's-ct, Lincoln's-inn.
Miller, Mark, Winchester, Hants, Estate Agent. Pet July 22. Roche. Aug 5 at 2. France & Helsham, Charterhouse-sq.
Morris, Saml, Church-end, Finchley, Carpenter. Pet July 21. Roche, Aug 5 at 1. Godfrey, Basinghall-st.
Parker, Hy, Coombe, Surrey, Builder. Pet July 9. Roche. Aug 6 at 1. Payne, Bedford-row.
Patterson, Wm Paine, Clarendon-st, Harrow-rd, Engine Driver Pet July 21. Roche. Aug 5 at 12. Clarke, St Mary's-sq.
Peat, Jas, Prisoner for Debt, London. Adj July 20. Roche. Aug 6 at 1.
Phillips, Stephen, Monkwell-st, Elastic Webb Dealer. Pet July 10. Aug 7 at 2. Dubois & Co, Church-passage, Gresham-st.
Pownceby, Hy, George-st, Shoreditch, Beerhouse Keeper. Pet July 20. Pepys. Aug 7 at 1. Watson, Basinghall-st.
Rickards, Hy, Euston-rd, Comique Artist. Pet July 21. Roche. Aug 5 at 12. Wright & Venn, Temple.
Riley, Wm, Kingsland-rd, Licensed Victualler. Pet July 20. Roche. Aug 5 at 12. Taylor & Jaquet, South-st, Finsbury-sq.
Robinson, Henrietta, Prisoner for Debt, London. Pet July 20 (for pau). Roche. Aug 6 at 12. Goatley, Bow-st, Covent-garden.
Shield, Matthew, Prisoner for Debt, London. Adj April 21. Aug 7 at 2.
Solomons, Morris, Prisoner for Debt, London. Pet July 20 (for pau). Roche. Aug 6 at 12. Popham, Basinghall-st.
Tucker, Chas, Trafalgar-rd, East Greenwich, Greengrocer. Pet July 21. Roche. Aug 5 at 1. Moss, Gracechurch-st.
Turner, John, Portsea, Hants, Commercial Traveller. Pet July 21. Roche. Aug 5 at 12. Nash & Co, Suffolk-lane, Cannon-st.
Wilbeam, Fredk Cuthbert, Prisoner for Debt, London. Adj July 14. Aug 7 at 12.
Winter, Edwd, Bloomsbury, Upholsterer. Pet July 21. Roche. Aug 5 at 1. Chidley, Old Jewry.

To Surrender in the Country.

Ashton, Thos, Birm, Bootmaker. Pet July 20. Guest. Birm, Aug 7 at 10. Marshall, Birm.
Atkinson, John Wm, Sutton St James, Lincoln, Cordwainer. Pet July 22. Caparn. Holbeach, Aug 8 at 11. Mosson, Long Sutton.
Barber, Hy, Halifax, York, Greengrocer. Pet July 21. Dyson. Halifax, Aug 14 at 10. Thomas, Halifax.
Bartle, Fredk, Kirkburn, York, Teacher of Music. Pet July 21. Tonge. Gt Driffield, Aug 21 at 11. Allen, Gt Driffield.
Broomfield, Thos, Worcester, Butcher. Pet July 21. Crisp. Worcester, Aug 11 at 11. Tree, Worcester.
Bryan, John, Prisoner for Debt, Gloucester. Pet July 6 (for pau.) Wilton, Gloucester, Aug 8 at 12. Taynton, Gloucester.
Bryan, Wm Edmund, Burton-upon-Trent, Stafford, Butcher. Pet July 20. Birm, Aug 5 at 12. Hodgson & Son, Birm.
Chilton, Jas, Stone, Stafford, Beerhouse Keeper. Pet July 16. Middleton. Stone, Aug 24 at 11. Litchfield, Newcastle-under-Lyme.
Cole, Jas Simpson, Skirbeck, Lincoln, Master Mariner. Pet July 21. Staniland. Boston, Aug 5 at 10. Wise, Boston.
Coles, Matthew, Prisoner for Debt, Manch. Adj July 15. Fardell. Manch, Aug 4 at 11.
Crosta, Giovanni, Nottingham, Looking Glass Manufacturer. Pet July 21. Tudor. Birm, Aug 11 at 11. Cranch, Nottingham.
Davey, Joseph, St Breward, Cornwall. Pet July 17. Hawker. Camelford, Aug 21 at 12. King, Camelford.
Dawson, Joseph, Prisoner for Debt, York. Pet July 14. Bradford, Aug 4 at 9.15. Phillips, York.
Dey, Wm, Bradford, York, Chemist. Pet July 20. Bradford, Aug 4 at 9.15. Green, Bradford.
Dickenson, Saml, Nottingham, Baker. Pet July 21. Tudor. Birm, Aug 11 at 11. Cranch, Nottingham.
Duffy, John, Derby, Horse Breaker. Pet July 8. Weller. Derby, Aug 6 at 12. Smith, Derby.
Dyson, Geo, Huddersfield, York, Furniture Broker. Pet July 13. Jones Huddersfield, Aug 5 at 10. Haigh, Huddersfield.
Edwards, Robt, Birm, Clock Manufacturer. Pet July 22. Birm, Aug 5 at 12. Parry, Birm.
Ellis, Chas Morgan, Brighton, Sussex, Grocer. Pet July 21, Evershed. Brighton, Aug 10 at 11. Holtham, Brighton.
Everingham, Hy, Spalding, Lincoln, Auctioneer. Pet July 21. Tudor. Birm, Aug 11 at 11. Maples, Nottingham.
Fields, Saml Horsewood, Tipton, Stafford, Tailor. Pet July 21. Walker. Dudley, Aug 6 at 12. Lowe, Dudley.
Ford, John, Derby, Tobacconist. Pet July 11. Weller. Derby, Aug 6 at 12. Briggs, Derby.
Gadd, Caleb, Lpool, out of business. Pet July 20. Hime. Lpool. Aug 3 at 12. Best, Lpool.
Gentle, Joseph Burrell, Bourn, Lincoln, Publican. Pet July 20. Bourn. Bourn, Aug 5 at 12. Law, Stamford.
Gimson, Chas, Loughborough, Leicester. Hosiery Manufacturer. Pet July 20. Brock. Loughborough, Aug 5 at 11. Deane, Loughborough.
Hall, John, Bloxwich, Bricklayer. Pet July 20. Walsall, Aug 7 at 12. Baker, Walsall.
Harrison, Abraham, Middleton, Lancaster, Sketchmaker. Pet July 18. Tweedale. Oldham, Aug 12 at 12. Clark, Oldham.
Harrison, Benj, Flamborough, York, Draper. Pet July 22. Harland Bridlington, Aug 8 at 12. Summers, Kingston-upon-Hull.

Harrison, John, Prisoner for Debt, Durham. Adj July 15. Bowes. Darlington, Aug 5 at 10. Webster, Darlington.
Hughes, Richd, Bootle, nr Lpool, Grocer. Pet July 15. Lpool, Aug 5 at 11. Bellringer, Lpool.
Langley, John, Rochester, Kent, Bricklayer. Pet July 21. Acworth. Rochester. Aug 7 at 2. Hayward, Rochester.
Liles, John, Prisoner for Debt, Monmouth. Adj July 9. Wilde. Bristol, Aug 5 at 11.
Linde, Thos John, Diss, Norfolk, Ironmonger. Pet July 17. Chenery. Eye, Aug 5 at 1. Browne, Diss.
Leach, Saml, Carlton, Nottingham, Grocer. Pet July 21. Tudor. Birm, Aug 11 at 11. Belk, Nottingham.
Markham, Joseph, Prisoner for Debt, Lancaster. Adj July 16. Hime. Lpool, Aug 11 at 3.
Mocatta, Geo, Swansea, Glamorgan. Pet July 21. Wilde. Bristol, Aug 5 at 11. Clifton, Bristol.
Newnes, Joseph, Everton, nr Lpool, Brewer's Assistant. Pet July 20. Hime. Lpool, Aug 3 at 1. Crocott, Lpool.
Parker, Thos, Chaddesden, Derby, Miller. Pet July 18. Weller. Derby, Aug 6 at 12. Briggs, Derby.
Parker, Fredk, Derby, Higgler. Pet July 1. Weller. Derby, Aug 6 at 12. Briggs, Derby.
Perfect, Hy, Derby, Draper. Pet July 6. Weller. Derby, Aug 6 at 12, Woodall, Derby.
Price, Thos, Wellington, Salop, out of employment. Pet July 21. Newill. Wellington, Aug 10 at 11. Marcy, Wellington.
Price, John Matthew, Prisoner for Debt, Warwick. Adj July 13. Birm, Aug 5 at 12. James & Griffin, Birm.
Robson, Saml, Durham, Builder. Pet July 18. Greenwell. Durham, Aug 4 at 11. Salkeld, Durham.
Salmon, Alex, Bath, Innkeeper. Pet July 13. Smith. Bath, Aug 6 at 3. Bartrum, Bath.
Scrivens, Sarah, Malvern Link, Worcester, Beerhouse Keeper. Pet July 21. Gough. Gt Malvern, Aug 4 at 11. Devereux, Lancaster.
Shore, Robt, Prisoner for Debt, Warwick. Adj July 18. Birm, Aug 5 at 12. James & Griffin, Birm.
Thomas, Chas, St Austell, Cornwall, Butcher. Pet July 21. Carlyon. St Austell, Aug 11 at 3. Meredith, St Austell.
Todd, John Geo Fox, Gt Yarmouth, Norfolk, Twine Spinner. Pet July 17. Chamberlain, Gt Yarmouth, Aug 5 at 12. Wiltshire, Gt Yarmouth.
Tully, Edwin, Brighton, Sussex, out of business. Pet July 21. Eversfield. Brighton, Aug 10 at 11. Runnacles, Brighton.
Tutt, Fredk Thos, Hastings, Sussex, Boat Builder. Pet July 18. Young. Hastings, Aug 3 at 11. Philbrick, Hastings.
Upton, John, Edwards, Prisoner for Debt, Warwick. Adj July 18. Guest. Birm, Aug 7 at 10.
Vage, Robt, Truro, Cornwall, Tailor. Pet July 21. Chilcott. Truro, Aug 5 at 11. Carlyon & Paull, Truro.
Watts, Wm, Shenfield, Essex, Retailer of Beer. Pet July 18. Lewis. Brentwood, July 31 at 3. Preston, Brentwood.
Wood, Alfred, Brighouse, York, Wiredrawer. Pet July 20. Rankin. Halifax, Aug 5 at 10. Jubb, Halifax.
Wooding, Chas, Kettering, Northampton, Pastry Cook. Pet July 22. Lamb. Kettering, Aug 7 at 12. Henry, Wellingborough.
Young, John, Croft, York, Merchant. Pet July 22. Gibson. Newcastle-upon-Tyne, Aug 11 at 12. Turnbull & Bell, West Hartlepool.

TUESDAY, July 28, 1868.

To Surrender in London.

Amies, Hy, Borough-market, Southwark, General Dealer. Pet July 23. Murray. Aug 11 at 11. Barton & Drew, Fore-st.
Arsden, Hy, Queen-st, Woolwich, Bootmaker. Pet July 24. Murray. Aug 11 at 1. Buchanan, Basinghall-st.
Board, Thos, Shorter-st, Wellclose-sq, Lighterman. Pet July 24. Murray. Aug 11 at 1. Steadman, London-wall.
Chipping, Robt, Chapel-rd, Lower Norwood, Bootmaker. Pet July 24. Murray. Aug 12 at 11. Hayes, Serle-st, Lincoln's-inn,
Cobb, John Storer, Camden-st, Camden-town, Schoolmaster. Pet July 23. Aug 7 at 2. Dubois & Co, Church-passage, Gresham-st.
Cohen, Solomon, Mitre-st, Aldgate, Fruiterer. Pet July 23. Murray. Aug 11 at 11. Wills, Carter-lane, Doctor's-commons.
Cox, Saml Deadman, Gt Dover-st, Newington, no business. Pet July 24. Murray. Aug 12 at 11. Coote, St Ives.
Craig, Robt Hunter, Hermon-cottages, Peckham, Insurance Agent. Pet July 23. Murray. Aug 11 at 11. Worthington & Plunkett, Milk-st.
Culy, Abraham, Prisoner for Debt, Chesterton. Adj July 21. Murray. Aug 11 at 12.
Dalrey, Jas, Church-st, Bethnal-green, Eating House Keeper. Pet July 25. Murray. Aug 12 at 11. Smith, White Lion-st, Norton Folgate.
Earle, Hy Wm, Gt Grimsby, Lincoln, Smack Owner. Pet July 24. Murray. Aug 11 at 12. Linklaters & Co, Walbrook.
Elworthy, Fredk Thos, Wellington, Somerset, Merchant. Pet July 23. Murray. Aug 11 at 11. Lawrance & Co, Old Jewry-chambers.
Fleming, Thos, Hants, Perfumer. Pet July 24. Murray. Aug 11 at 1. Cousins, Portsea.
Fowler, Richd Read, South Walsham, Norfolk, Miller. Pet July 13. Aug 12 at 2. Tillett & Co, Norwich.
Mattocks, Wm, Brewer-st, Golden-sq, Coffee House Keeper. Pet July 25. Murray. Aug 12 at 11. Padmore, Westminster-bridge-rd.
Montin, Matts Albert, Dagmar-rd, Victoria-park, Shipping Clerk. Pet July 23. Murray. Aug 11 at 12. Stocken & Jupp, Leadenhall-st.
Humphrey, Benj, Newman-st, Oxford-st, Gent. Pet July 23. Murray. Aug 11 at 12. James, New Bridge-st, Blackfriars.
Palmer, Chas Edwards, Prisoner for Debt, London. Pet July 24 (for pau). Murray. Aug 11 at 1. Drake, Basinghall-st.
Preston, Frank Wm, Prisoner for Debt, London. Pet July 23 (for pau). Murray. Aug 11 at 1. Godfrey & Herbert, South-sq, Gray's-inn.
Pyman, Thos, Elm-villa, New-rd, Hornsey, Salesman. Pet July 24. Murray. Aug 11 at 1. Drake, Basinghall-st.
Rose, Raymond, St John-st, Clerkenwell, Butcher. Pet July 24. Murray. Aug 12 at 11. Drake, Basinghall-st.
Turner, Wm, Prisoner for Debt, London. Pet July 23 (for pau). Murray. Aug 11 at 12. Popham, Basinghall-st.
Walter, John Stephen, Epsom, Surrey, Saddler. Pet July 25. Murray. Aug 12 at 12. Daniel, Chancery-lane.
Williams, John, Robin Hood-lane, Poplar, out of business. Pet July 23. Murray. Aug 11 at 12. Girdwood, Old Jewry chambers.
Witts, John, Lauriston Lodge, West End, Kilburn, Domestic Servant. Pet July 24. Murray. Aug 12 at 11. Deere, South sq, Gray's-inn.

To Surrender in the Country.

Battison, Geo, Northampton, out of business. Pet July 24. Dennis, Northampton, Aug 8 at 10. White, Northampton.
Bollans, Robt, Lpool, Miller. Pet July 23. Lpool, Aug 7 at 11. Etty, Lpool.
Borrows, Wm, Wharton, Beerhouse Keeper. Pet July 25. Cheshire. Northwich, Aug 19 at 2. Fletcher, Northwich.
Brandrart, Matthew, Manch, Beerseller. Pet July 3. Macrae. Manch, Aug 7 at 11. Grundy & Coulson, Manch.
Broad, Isaac, Wantage, Berks, Sawyer. Pet July 22. Jotcham. Wantage, Aug 19 at 12. Thompson, Oxford.
Brown, Saml, Prisoner for Debt, York. Adj July 20. Wake. Sheffield, Aug 7 at 1. Dyson, Sheffield.
Butterfield, Wm, Prisoner for Debt, Halifax. Pet July 22. Bradford, Aug 7 at 9.15. Hargreaves, Bradford.
Carter, Josiah Wm, Shepton Mallett, Outfitter. Pet July 25. Lovell. Wells, Aug 15 at 3. McCarthy, Frome.
Cash, John, Prisoner for Debt, Warwick. Adj Feb 22. Guest. Birm, Aug 7 at 10.
Chadwick, Saml, Wakefield, out of business. Pet July 22. Mason. Wakefield, Aug 26 at 11. Wilkin, Wakefield.
Cottrell, Richd, Ashton-juxta-Birm, Journeyman Electro Plater. Pet July 15. Guest. Birm, Aug 7 at 10. Parry, Birm.
Crosland, Alfred, Salford, Lancaster, Engineer. Pet July 25. Macrae. Manch, Aug 14 at 11. Makinson & Son, Manch.
Crowther, Benj, Prisoner for Debt, York. Adj July 16. Leeds, Aug 10 at 11.
English, John, Sunderland, Durham, Greengrocer. Pet July 22. Marshall. Sunderland, Aug 11 at 12. Bell, Sunderland.
Ensell, Hy, Kidderminster, Worcester, Coal Merchant. Pet July 23. Talbot. Kidderminster, Aug 6 at 11. Corbett, Kidderminster.
Field, Thos, Savile Town, nr Dewsbury, York, Bootmaker. Pet July 23. Nelson. Dewsbury, Aug 13 at 12. Chadwick & Son, Dewsbury.
Fowler, Jas Geo, Winterbourne, Gloucester, Quarryman. Pet July 23. Harley. Bristol, Aug 21 at 12. Benson & Eiletson.
Greenwood, Wm Bowler, Colchester, Essex, Butcher. Pet July 13. Barnes. Chelmsford, Aug 8 at 12. Goody, Colchester.
Hamilton, Thos, Northallerton, York, Butcher. Pet July 24. Leeds, Aug 10 at 11. Simpson, Leeds.
Hartley, Edwd, Prisoner for Debt, York. Adj July 16. Nelson. Dewsbury, Aug 13 at 12. Ibberson, Dewsbury.
Heaton, Lambert, Parr, Lancaster, Innkeeper. Pet July 24. Andsell, St Helen's, Aug 8 at 11. Swift, St Helen's.
Hewitson, Geo, Birm, Twinemaker. Pet July 23. Guest. Birm, Aug 7 at 10. Southall & Nelson, Birm.
Hoe, Thos, Bottesford, Leicester, Brickmaker. Pet July 23. Grantham, Aug 14 at 11. Buttery, Bingham.
Hollingworth, Fredc, Canterbury, Licensed Hawker. Pet July 14. Callaway. Canterbury, Aug 11 at 10. De Lataux, Canterbury.
Leatherbarrow, Jas, Scholes, Wigan, Lancaster, Boltmaker. Pet July 23. Macrae. Manch, Aug 7 at 12. Gardner, Manch.
Lessiter, Jas, Sturminster Newton Castle, Dorset, Hotel Keeper. Pet July 22. Burridge. Shaftesbury, Aug 10 at 11. Chitty, Shaftesbury.
Lumb, Hy, Lpool, Licensed Victualler. Pet July 25. Aug 7 at 12. Etty, Lpool.
Mason, John, Prisoner for Debt, Lancaster. Adj July 16. Fardell. Manch, Aug 11 at 11.
Milner, Chas, Newhouse, Monmouth, Farmer. Pet June 23. Wilde. Bristol, Aug 7 at 11. Beckingham, Bristol.
Phillips, Sarah, Stoke-upon-Trent, Stafford, Stationer. Pet July 22. Keary. Stoke-upon-Trent, Aug 8 at 11. Tomkinson, Burslem.
Pugh, Robt Hy, Lpool, Merchant. Pet July 23. Lpool, Aug 5 at 11. Whitley & Maddock, Lpool.
Reynolds, Thos, Warsop, Nottingham, Farmer. Pet July 25. Patchitt. Mansfield, Aug 10 at 11.30. Heath, Nottingham.
Richards, John, Truro, Cornwall, Travelling Draper. Pet July 14. Exeter, Aug 7 at 11. Terrell & Petherick, Exeter.
Roberts, Isaac, Tipton, Stafford, Charter Master. Pet July 18. Hill. Birm, Aug 12 at 12. James & Griffin, Birm.
Robertson, Jane, St Genvia's Burnt House, Cornwall, Widow. Pet July 24. Tilly. Falmouth, Aug 7 at 11, Jenkins, Penryn.
Robinson, Thos, Bowness, Westmorland, General Agent. Pet July 24. Taylor. Ambleside, Aug 12 at 12. Thomson, Kendal.
Scott, Jas, Aldershot, Southampton, Grocer. Pet July 23. Hollest. Farnham, Aug 20 at 3. Eve, Aldershot.
Sharrock, John, Blackburn, Lancaster, Grocer. Pet July 17. Fardell. Manch, Aug 17 at 11. Boote & Rylance, Manch.
Spratt, Jas, Birm, out of business. Pet July 20. Guest. Birm, Aug 7 at 10. Jacques, Birm.
Sutton, Jas, Coventry, Warwick, Clothier. Pet July 25. Hill. Birm, Aug 12 at 12. Powell, Birm.
Townend, Wm, Robert Town, York, Cardmaker. Pet July 24. Nelson. Dewsbury, Aug 13 at 12. Sykes, Heckmondwike.
Weiss, Wm, Bernard, Manch, Wine Merchant. Pet July 24. Fardell. Manch, Aug 12 at 11. Fox, Manch.
Wells, Geo, Kendall, Westmorland, Marine Store Dealer. Pet July 21. Wilson. Kendal, Aug 5 at 10 30. Thomson, Kendal.
Westlake, Simon Thos, Prisoner for Debt, Devon. Adj July 17. Exeter, Aug 7 at 12.
Wharram, Thos, Bridlington, York, Fellmonger. Pet July 24. Leeds, Aug 12 at 12. Clarke, Leeds.
Worsley, Geo, Witton-cum-Twambrooks, Chester, no occupation. Pet July 23. Cheshire. Northwich, Aug 11 at 2. Dunstan, Northwich.
Wright, John, Aston-juxta-Birm, out of business. Pet July 15. Guest. Birm, Aug 7 at 10. Parry, Birm.
Wright, Frances Eliza, Cheltenham, Gloucester, Widow. Pet July 22. Gale. Cheltenham, Aug 6 at 11. Chesshyre, Cheltenham.

BANKRUPTCIES ANNULLED.

FRIDAY, July 24, 1868.

Graham, Hy Chas Tempest, Prisoner for Debt, London. July 21.
Jackson, Wm Lownds, & Hy Griffiths, Stafford, Charter Masters. July 22.

TUESDAY, July 28, 1868.

Fenn, Geo, Ipswich, Suffolk, Dealer. July 16.
Marriott, John Thos, Batley, York, Cotton Warp Manufacturer. July 24.
Oates, Thos, Cathedral Hotel. July 24.